PROJECT MANUAL

FOR

University of Connecticut

PROJECT NUMBER: 901965:

Beach Academic Building Refurbishment Painting

STORRS CAMPUS
Storrs, Connecticut

Date: July 16, 2015

ARICHITECT/ENGINEER OF RECORD:

Gregg Wies & Gardner Architects

UNIVERSITY OF CONNECTICUT

PROJECT NAME: BEACH ACADEMIC BUILDING REFURBISHMENT

PROJECT NUMBER: 901965

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INVITATION TO BID

July 16, 2015

DUE DATE: July 30, 2015 TIME: 2:00 p.m.

LOCATION: University of Connecticut

Capital Projects & Contract Administration

3 North Hillside Road, Unit 6047

Storrs, CT Attn: Amy Allen

The University of Connecticut is accepting sealed bids for:

Beach Academic Building Refurbishment

Project Number: #901965 University of Connecticut

Storrs, CT

Bids must be submitted on the forms supplied and in the manner specified within the Bid Documents.

PROJECT DESCRIPTION

The Project consists of miscellaneous painting at the Beach Building located on the Storrs Campus of the University of Connecticut.

SCOPE OF WORK

The following generally describes the proposed scope of work. Refer to the complete set of Drawings and Specifications for more complete information:

- Paint common areas such as hallways, lounges, stairways, etc.
- > Patch/repair walls.
- > Sand/stain non-painted woodwork

PRE-BID CONFERENCE

There will be a pre-bid walkthrough at <u>The University of Connecticut, Purchasing Bid Room; 2nd Floor; 3 North Hillside Road, Storrs, CT 06269 on <u>Tuesday, July 21, 2015 at 9:00 a.m.</u> This walkthrough is <u>not mandatory;</u> interested bidders are <u>strongly encouraged</u> to attend to view existing conditions. The Pre-Bid Conference will commence promptly at the time noted herein. The North Parking Garage is recommended to all vendors as parking on campus is at your own risk.</u>

REQUEST FOR INFORMATION PROCEDURE

All questions must be directed in writing to the Office of Capital Projects and Contract Administration, Attention, Amy Allen by fax @ (860) 486-1953 (fax) or by email to amy.allen@uconn.edu using the Bidders Questionnaire form included within the bid documents. Questions received verbally will not be answered. No questions will be accepted after 2:00 p.m. on Thursday, July 23, 2015. All answers will be published by written Bid Clarification. Extensions of RFI deadlines may only be revised via written Bid Clarification. It is the responsibility of all bidders to verify that they are current with all Bid Clarifications issued with the Office of Capital Projects and Contract Administration prior to bid submission.

Bids will be accepted at the Office of Capital Project and Contract Administration, Storrs until 2:00 P.M. local time on Thursday, July 30, 2015 at which time they will be publicly opened and read. All Bids must identify and list the pricing of sub-contractors in the space provided on the Form of Proposal.

The Bid shall be accompanied by a Bid Bond in the amount of ten percent (10%) of the amount bid. All bonds required for this Project shall be acceptable to the University and, as a minimum, issued through a bonding company licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570".

The successful Contractor shall be required to provide a Labor and Material Payment Bond and a Performance Bond for one hundred percent (100%) of the Contract price.

In the bidding of most deferred maintenance, major renovation, and new construction projects, general contractors are advised they must award twenty-five percent (25%) or more of the values of their awarded contracts to certified SBE's; and, of that amount, twenty-five percent (i.e., 6.25%) or more must be awarded to SBE's who are also MBE's. The general contractors are responsible for ensuring that they and the SBE's they have selected are eligible contractors, and that they meet State requirements

The University reserves the right to reject any or all Bids, in whole or in part, to award any item, group of items, or total Bid, and to waive any informality or technical defects, if it is deemed to be in the best interests of the University.

No Bidder may withdraw its Bid within **ninety** (90) days of the date of the Bid opening. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the University and the Bidder.

Amy Allen
Capital Projects and Contract Administration

Instruction to Bidders

ARTICLE 1 GENERAL PROVISIONS

1.1 Connecticut Sales and Use Tax

1.1.1 The University of Connecticut is a tax-exempt institution. The Contractor shall be familiar with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the Bid. A Sales Tax Certificate is available from the Purchasing Department upon written request.

1.2 Contractor's Qualifications

- 1.2.1 Each Bidder shall submit a completed University of Connecticut Contractor's Qualification Statement demonstrating that it satisfies the University's objective criteria for evaluating qualifications. Additionally, for projects \$500,000 and over the Contractor must be Pre-Qualified by the Department of Administrative Services for the work of this project.
- 1.2.2 Each Bidder shall demonstrate, to the satisfaction of the University, that it is able to post surety bonds satisfactory for the project and required by the Contract and that it possesses the financial, managerial and technical ability, and the integrity necessary to faithfully and efficiently perform the work for which it submits a bid, without conflict of interest.
- 1.2.3 The University shall evaluate whether the bidder is qualified based upon the bidder's experience with projects similar to that, for which the bid is submitted, the nature of the University's experience, if any, with the Bidder on prior or ongoing University of Connecticut projects, and upon the above-stated and following objective criteria:

1.2.3.1 Previous Experience

- .1 The Bidder must show or be able to demonstrate to the satisfaction of the University that it possesses the ability and capacity to successfully complete the project through the satisfactory past performance of work of a similar nature, size, scope, and comparable dollar value to that of the subject work/projects.
- .2 The Bidder shall demonstrate to the satisfaction of the University that it has maintained a satisfactory level of performance on such similar work continuously over a 5-year period preceding the date of the Bid. If the Bidder is unable to do so, it must include in the Qualification Statement any

and all information demonstrating its ability and capacity to perform the Work.

- .3 The Bidder shall be able to furnish references from Owners, Architects, or Engineers indicating that it has satisfactorily and timely completed work similar to the project being bid. If delays occurred, evidence explaining and exonerating the Bidder shall also be provided.
- .4 The Contractor shall be able to demonstrate expertise in the various types of major trades or work required on the work/projects listed by example of successfully completed similar projects.
- .5 All Contractors and major subcontractors must possess, at the time the Bid is submitted, a valid license, registration or certification issued by the Department of Consumer Protection in accordance with Connecticut General Statutes Section 20-341gg if a project(s) is for a "Threshold Building" as defined in Connecticut General Statutes Section 29-276b. Otherwise they are excluding themselves from that particular project(s) in their submission. If a joint venture, all joint venture partners shall be so licensed, registered or certified.
- .6 If a Bidder intends to perform the work of any trade(s) with its own forces, and a license, registration or certification is required by the State of Connecticut in order to perform that work, the Bidder shall hold a valid license or registration to perform work at the time its Bid is submitted. If a joint venture, all joint venture partners shall be so licensed, registered or certified.
- .7 The Bidder shall demonstrate to the satisfaction of the University that it has a Quality Assurance/Quality Control Compliance program currently in place.

1.2.3.2 Financial Ability/bonding Capacity

- .1 The Bidder shall demonstrate that it has sufficient bonding capacity to perform the work in question, is bonded through a surety or sureties possessing a history of responsibility, financial stability and resources satisfactory to the University, and is able to post surety bonds which may be required by any contract for which it intends to bid.
- .2 The Bidder shall demonstrate, through the materials submitted in its Qualification Statement that it possesses sufficient financial resources and stability, and is otherwise financially responsible and able to satisfactorily perform and complete the work for which it intends to bid.

1.2.3.3 Managerial Ability

- .1 The Bidder shall have on its payroll, or must be able to prove that it customarily employs managerial and supervisory personnel of the type qualified to perform the kind of work which may be called for on any project for which it intends to bid.
- .2 The Bidder shall demonstrate, through the information submitted in its Qualification Statement, that it possesses the managerial resources, capability and commitment necessary for and satisfactory to the University for the proper performance of the work for which it intends to bid.
- .3 The Bidder shall demonstrate, through the information submitted in its Qualification Statement, that they have a Quality Assurance / Quality Control Plan that possesses the managerial commitment necessary for and satisfactory to the University for the proper performance of the work for which it intends to bid.
- .4 The Bidder shall demonstrate, through the information submitted in its Qualification Statement, that they have their own Health and Safety Plan that possesses the managerial commitment necessary for and satisfactory to the University for the proper performance of the work for which it intends to bid.
- .5 If the Bidder's workers compensation experience modification rating is in excess of 1.00, the bidder shall demonstrate to the satisfaction of the University with their submission, a letter detailing the reasons why your rating is in excess and what managerial commitment your firm is taking to reduce its rating as necessary for and satisfactory to the University for the proper performance of the work for which it intends to bid.

1.2.3.4 Technical Ability

- .1 The Bidder or its principals shall own or possess rented or leased equipment of the type customarily required by contractors in the performance of contract work and that such equipment, if needed, is available for which it intends to bid.
- .2 The Bidder or its principals shall have adequate physical facilities in which and from which the Work can be performed.
- .3 The Bidder shall demonstrate, through the information submitted in its Qualification Statement, that it possesses the technical capacity, resources, capability, and commitment necessary for and satisfactory to the University, for the proper performance of the Work for which it submits a bid.

1.2.3.5 Integrity

- .1 The Bidder shall have a record of harmonious, cooperative, non-adversarial and honest relationships with Owners, including the University of Connecticut and the State of Connecticut if the Bidder has performed work on prior University or State projects, as well as, with Architects, Engineers, and Consultants, Subcontractors and Suppliers on prior State projects or other project.
- .2 The Bidder shall demonstrate that it has not been cited for three or more willful or serious violations of any OSHA, or of any standard, order or regulations promulgated pursuant to such act, during the 5-year period preceding this bid, which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupational Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; which citations have been set aside following appeal to the appropriate agency or court having jurisdiction.
- The Bidder shall not have received one or more criminal convictions related .3 to the injury or death of any employee in the 5-year period preceding this bid.
- The Bidder shall not have appeared on any list published by the Connecticut .4 State Labor Commission of persons or firms that have been found in violation of the National Labor Relations Act, 29 U.S.C. 151 et seq., by the National Labor Relations Board and by a final decision rendered by a federal court or that have been found in contempt of court by a final decision of a federal court for failure to correct a violation of said National Labor Relations Act on three or more occasions involving different violations during the five preceding calendar years, if the first day of July following publication of said list has occurred less than three years prior to the Award of any Contract to the Bidder.
- .5 The Bidder, or any entity in which the Applicant has an interest, shall not have appeared on any list published by the Connecticut State Labor Commission of persons or firms whom he has found to have disregarded their obligations under Connecticut General Statutes Section 31-53 and 31-76c to employees and subcontractors on public works projects or to have been barred from federal government contracts in accordance with the provisions of the Davis Bacon Act, 40 U.S.C. 276a-2, if said list has been published less than three years prior to the Award of any Contract to the Bidder.

- .6 The bidder shall demonstrate that it and its subcontractors on its previous projects have a satisfactory record of compliance with the provisions of Part III of Chapter 557 and Chapter 558; (Connecticut General Statues Sections 31-52 through 31-57e and 31-58 through 31-761 respectively) during the five calendar years immediately preceding this Application.
- .7 The bidder shall demonstrate that it has a satisfactory record of compliance with Connecticut General Statues Sections 1-79 through 1-101, pertaining to Codes of Ethics for Public Officials and Lobbyists, including but not limited to Section 1-84, listing prohibited activities including the giving of "gifts", as defined therein, to public officials and employees during the five years immediately preceding this bid.
- .8 The Bidder or its principals shall not have been convicted of, nor entered any plea of guilty, or nolo contender, or otherwise have been found civilly liable for any criminal offense or civil action involving embezzlement; forgery; bribery; falsification or destruction of records; receipt of stolen property; collusion, antitrust, conspiracy or other offenses arising out of the submission of bids or proposals on public works project or contracts.
- .9 The Bidder shall not be the subject of any order in effect which has been issued by the Commission of Human Rights and Opportunities, pursuant to Connecticut General Statutes 46a-56 or any regulation, prohibiting any contracting agency of the State of Connecticut from entering into contracts with the Bidder. The Bidder shall also not be listed in any current list compiled by the Commission of contractors whom it has found to be in non-compliance with anti-discrimination or contract compliance statutes, nor shall the Bidder be the subject of any unabated or unexpired Notice of Non-Compliance issued by the Commissioner.
- .10 The Bidder shall demonstrate, through the information submitted in its Qualification Statement, that, by its past and present actions and conduct, and that of its principals and principal employees, it possesses the integrity necessary for, and satisfactory to the University, for the proper performance of the Work for which it submits a bid.

1.2.3.6 Conflict of Interest

.1 The Bidder shall disclose and identify to the University, with its Qualification Statement, any relationships which may constitute a potential conflict of interest with Purchasing, Architectural & Engineering Services, Capital Project & Contract Administration, or any other University organizations or department; or architect, engineer, consultant, or designer of the proposed project(s) for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part

of the University, which shall determine whether an impermissible conflict exists.

1.2.3.7 The University also reserves the right to find any Bidder to be non-responsible or non-qualified with respect to a specific project, notwithstanding the fact that it may have previously been selected for previous projects for the University.

1.3 Academic Schedule

1.3.1 It is important to the University, in order to maintain the integrity of its ongoing academic activities, that its rules and regulations and the requirements of the Contract Documents, regarding noise control, traffic control etc. and other matters which may affect its operations be strictly adhered to, and that its academic schedule be maintained. Therefore, all Bidders shall familiarize themselves with and comply with the academic schedule of the University, and its regulations regarding noise, traffic, etc. which are available from Architectural and Engineering Services. No noise generating work shall be allowed during exam periods where the noise will impact classroom functions. Examples of noise generating work include, but are not limited to, sawing, drilling, and hammering/jackhammering. The Contractor shall keep the University Representative informed as to the location of its operations to enable necessary precautions or co-ordination to be implemented.

1.4 Non-Discrimination and Affirmative Action Provisions

- Non-discrimination. References in this section to "Contract" shall mean the execution of AIA 101 or Purchase Order Contract; and references to "Contractor" shall mean the person or entity who will be solely responsible for execution of the work.
 - The following subsections are set forth here as required by section 4a-60 of the (a) Connecticut General Statutes:
 - The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the (2) the Contractor agrees, in all solicitations or work involved: advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor

agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

- (b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- "Minority business enterprise" means any small contractor or supplier of (c) materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut

to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - The Contractor agrees and warrants that in the performance of the Contract (1)such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.
- (h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a

subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

1.5 **Union Labor**

1.5.1 Attention is called to the fact that there may be construction work now being carried on at the site at which this construction is contemplated being done by UNION LABOR. This fact must be kept in mind by all Bidders submitting proposals for this work.

1.6 Labor Market Area

1.6.1 All Bidders shall have read Sections 31-52 and 31-52a of the Connecticut General Statutes, as amended. These references relate to the preference of State citizens, the preference of residents of the labor market area in which the work under the Contract is to be done and the penalties for violations.

1.7 Wage Rates

- 1.7.1 If this project involves new construction of a building or other structure or improvement, and the total cost of all Work to be performed by Contractors and Subcontractors is \$400,000.00 or more, or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement, and such total cost is \$100,000.00 or more, then:
 - .1 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund as defined in Subsection (h) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.
- 1.7.2 The State of Connecticut Labor Department Wage Rate Schedule, when required by the University, shall be provided with these documents or will be issued as part of the bid documents or by Bid Clarification/Addendum hereto and is deemed to reflect such customary or prevailing wages for this project, and is hereby incorporated and made a part of the Contract Documents.
- 1.7.3 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages".

- 1.7.4 Wage Rates will be posted each July 1st on the Department of Labor Website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a matter for an annual contract amendment.
- 1.7.5 Wage rates shall be paid pursuant to Section 31-53 and 31-54 of the Connecticut General Statutes, and any regulations issued hereunder.
- 1.7.6 Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. (b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance.

ARTICLE 2 BIDDERS' REPRESENTATIONS

- 2.1 The amount of each Bid shall be deemed to include the entire cost and expense of every item of labor, material and overhead necessary to complete the work bid upon, as specified, in full detail ready for use. The risk of all such costs and expenses shall be deemed assumed by the successful Bidder. The University shall assign a University Representative to work with the successful Contractor as a liaison.
- 2.2 In performing its obligations under this Contract, the Contractor agrees to comply with all applicable states, laws, ordinances, regulations, codes, rules or orders of, or issued by, any governmental body having jurisdiction over the work, location of the work or contract.

ARTICLE 3 BIDDING DOCUMENTS

- 3.1 Bid Clarifications, Addenda and Interpretations
 - 3.1.1 No interpretations of the meaning of the Drawings, specifications or other Contract Documents will be made orally to any Bidder. Every request for such interpretation

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must be made in writing to the University Office of Capital Project & Contract Administration, and to be given consideration shall be received at the specified date outlined within the invitation to bid and/or adjusted by a bid clarification/addenda.

- 3.1.2 Any and all such interpretations and any supplemental instructions will be in the form of written bid clarification/addenda which, if issued, will be posted on the University's Capital Projects and Contract Administration's Department website; www.cpca.uconn.edu. for all prospective Bidders to access or for those without access to a computer you can obtain them through Joseph Merritt, no later than five (5) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation shall not release any Bidder from any obligations under his Bid as submitted, provided notice has been sent to the address furnished by such prospective Bidder for the transmittal of notices, addenda and interpretations. It shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any.
- 3.1.3 The number of days shown in 3.1.1 and 3.1.2 may differ from the actual dates given in an Agenda for a Pre-Bid or Pre-Proposal Conference, if so, the number of days listed are, hereby, superseded by the Agenda dates, unless the Bid or Proposal is extended by Addendum, in which case the number of days will again apply unless stated differently in the Addendum.
- 3.1.4 Bidders shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of these Contract Documents.

ARTICLE 4 BIDDING PROCEDURES

4.1 Request for Information

4.1. Enclosed with this Invitation to Submit Proposals Manual is a Request for Information Form (RFI). All questions/clarifications must be submitted in writing on this form and before the prescribed RFI Deadline. No verbal questions will be answered. All answers to RFI's will be issued in a Bid Clarification/Addenda. Form is at the end of this document.

4.2 Form of Proposal

- 4.2.1 Enclosed with this Invitation to Submit Proposals Manual is a Form of Proposal. Bids shall be submitted on a copy of this form. Additional instructions to bidders including information on submission of bids and award and Contract appear on this form. All documents required by these Bid Documents must be returned with your Bid.
- 4.3 Bids and Rejection of Bids

- 4.3.1 General Bids shall be for the complete work as specified and shall include the names of any Subcontractors for the classes of work specified in the Form of Proposal, and for each other class of work for which the University has required a separate section and the dollar amounts of their subcontracts, and the General Contractor shall be selected on the basis of such general Bids. It shall be presumed that the general Bidder intends to perform with its own employees all work in such four classes and such other classes, for which no Subcontractor is named. The general Bidder's qualifications for performing such work shall be subject to review by the University pursuant to the Bid and the Contract Documents.
- 4.3.2 Bids shall be submitted only on the forms furnished for the specific project, which shall include a completed Form of Proposal containing all information required on the Proposal form, executed with an original signature by a duly authorized officer or representative of the Bidder, and, in the case of a Joint Venture, by duly authorized representatives of each Joint Venture. In no event will Bids or changes in Bids made by telephone or telefax be considered. Any Proposal Form omitting or adding items, altering the form, containing conditional or alternative Bids, or without the original signature of the Bidder or its authorized representative, may be rejected.
- 4.3.3 Any Bids received after the scheduled closing time for the receipt of Bids will be returned to the Bidders unopened.
- 4.3.4 Any Bid once deposited with the University of Connecticut may only be withdrawn by letter of request, signed by the depositing Bidder and presented to the Office of Capital Project and Contract Administration, prior to the time of opening of any Bid for the project designated or identified project.

4.4 Bid Security

- 4.4.1 Each Bid must be accompanied by a certified check payable to the order of the University of Connecticut, or the Bid may be accompanied by a Bid Bond in the form required by the University, having as surety thereto such surety company or companies acceptable to the University and as are authorized to do business in this State, for an amount not less than 10 per cent of the Bid. All checks submitted by unsuccessful Bidders shall be returned to them after the Contract has been awarded. Bid Security is not required for projects under \$50,000.00.
- 4.4.2 Failure of the successful Bidder to file the required Performance and Labor & Material bonds shall be just cause for the amount of the security deposited with the Bid to be forfeited, any part of the whole of which may be used to make up the difference between the Bid of the defaulting Bidder and the Bid of the next lowest responsible qualified Bidder to whom the work is finally awarded. Failure to execute a contract after award as specified and Bid shall also result in the forfeiture of such Bid Bonds or Certified Check.

4.5 Subcontractors

- 4.5.1 The Contractor shall not contract with a person or entity who appears on the State of Connecticut Debarment List, the Federal Davis Bacon Act Debarment List, both of which are available through: http://ctdol.state.ct.us or the Federal List of Excluded Parties Listing System available through: http://epls.arnet.gov
- 4.5.2 The Bidder shall furnish, with his submitted Bid, as is set forth in the Proposal Form, in the space provided for such purpose, the names and prices of responsible and qualified Subcontractors who are actually to perform the following categories of work under the Base Bid, if their prices exceed \$25,000.00:
 - .1 Masonry
 - .2 Electrical
 - .3 Mechanical other than HVAC
 - .4 HVAC
 - .5 Any other class of work identified in the Proposal Form for which a blank space has been provided.
- 4.5.3 The Bidder further agrees that each of the Subcontractors listed on the Proposal Form will be used for the work indicated at the amount stated unless a substitution is permitted by the University.
- 4.5.4 The Bidder further agrees and warrants that he has made good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his employment practices and procedures as they relate to the provisions of the general statutes governing contract requirements.
- 4.5.5 Pursuant to Connecticut General Statutes Section 49-41a, for every contract with the University for the construction, alteration or repair of any building or work, (1) the Contractor, within 30 days after payment to the Contractor by the University, shall be required to pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the University; (2) the Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished, within 30 days after each Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Subcontractor.
- 4.5.6 Within five days after being notified of the award of a general Contract by the University, or, in the case of an approval of a substitute Subcontractor by the University, within five days after being notified of such approval, the general Bidder shall present to each listed or substitute Subcontractor:

- .1 A subcontract in the form set forth in Section 4b-96 of the Connecticut General Statutes and must be executed with all of your named subcontractors in your form of proposal.
- .2 A notice of the time limit under this section for executing a subcontract. If a listed Subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general Bidder selected as a General Contractor, to perform his agreement to execute a subcontract in the form hereinafter set forth with such general Bidder, contingent upon the execution of the general Contract, the General Contractor shall select another Subcontractor, with the approval of the University. When seeking approval for a substitute Subcontractor, the general Bidder shall provide the University with all documents showing (a) the general Bidder's proper presentation of a subcontract to the listed Subcontractor and, (b) communications to or from such Subcontractor after such presentation. The University shall adjust the Contract Price to reflect the difference between the amount of the price of the new Subcontractor and the amount of the price of the listed Subcontractor, if the new Subcontractor's price is lower and may adjust such Contract Price, if the new Subcontractor's price is higher. The general Bidder shall, with respect to each listed Subcontractor or approved substitute Subcontractor, file with the University a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such Subcontractor.
- .3 In the event of any conflict or inconsistency between the University of Connecticut's Subcontract form and the Contractor's standard Subcontract form, the provisions of the University of Connecticut's Subcontract form shall prevail. Any standard Subcontract form used will be attached as a supplement to the University of Connecticut's Subcontract form.

4.6 LIQUIDATED DAMAGES

4.6.1 Liquidated Damages shall be waived on this project.

4.7 COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS:

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes. According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to

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the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . . " An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68i-21(11) of the Contract Compliance Regulations. The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:(a) the bidder's success in implementing an affirmative action plan;(b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive; (c) the bidder's promise to develop and implement a successful affirmative action plan;(d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and(e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

- 4.7.1 The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.
 - 1) Definition of Small Contractor:
 - Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision

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4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this

category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information):

<u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

<u>Black</u> (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

<u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

<u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. <u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition

ARTICLE 5 CONSIDERATION OF BIDS

5.1 Every general bid which is conditional or obscure, or which contains any addition not called for shall be invalid; and the University shall reject every such general Bid. The University shall be authorized to waive minor irregularities, which it considers in its best interest, provided the reasons for any such waiver are stated in writing by the University and made a part of the contract file. No such general Bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the general Proposal Form furnished by the University, but this sentence shall not be applicable to any failure to furnish prices or information required by Articles 4.2.1 and 4.4.1 above to be furnished in the form provided by the University. The University also reserves the

right to reject any and all bids and again advertise for bids, or to otherwise proceed as permitted under Connecticut General Statutes 10a-109a through 10a-109y.

- 5.2 General Bids shall be publicly opened and read by the University forthwith. The University may require in the Proposal Form that the General Contractor agree to perform a stated, minimum percentage of work with his own forces. The University may also require the General Contractor to set aside a portion of the contract for Subcontractors who are eligible for set aside contracts. The University shall not permit substitution of a Subcontractor for one named in accordance with the provisions of these Instructions or substitution of a Subcontractor for any designated subtrade work bid to be performed by the General Contractor's own forces, except for good cause. The term "good cause" includes but is not limited to a Subcontractor's or, where appropriate, a General Contractor's: (1) Death or physical disability, if the listed Subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the Proposal Form; (5) inability to obtain, or loss of, a license necessary for the performance of a particular category of work; (6) failure or inability to comply with a requirement of law applicable to Contractors, Subcontractors, on construction, alteration, or repair projects; (7) failure to perform his agreement to execute a subcontract under Connecticut General Statutes Section 4b-96.
- 5.3 The general Bid Price shall be the price set forth in the space provided on the general Proposal Form. No general Bid shall be rejected (1) because of error in setting forth the name of a Subcontractor as long as the Subcontractors designated are clearly identifiable, or (2) because the Drawings and specifications do not accompany the Bid or are not submitted with the Bid. FAILURE TO CORRECTLY STATE A SUBCONTRACTOR'S PRICE MAY BE CAUSE FOR REJECTION OF THE GENERAL BIDDER'S BID.
- Any General Contractor who violates any provision of Connecticut General Statutes Section 4b-95 may be disqualified from bidding on other contracts that are subject to the provisions of Chapter 60 of the General Statutes for a period not to exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation.
- 5.5 The University reserves the right to accept or reject any or all Bids within 90 calendar days of the Bid opening, and the Bidder agrees that it may not modify, withdraw, or cancel its Bid and that its Bid Price will be firm for this 90 day period. This 90 day period may be extended by mutual agreement between the University and the Bidder.
- 5.6 The project will be awarded to the responsible qualified Bidder submitting the lowest Bid in compliance with the Bid requirements and within the budget, subject to the provisions of Connecticut General Statutes 10a-109a through 10a-109y.
- 5.7 The University reserves the right to elect to implement some, all or none of the Alternates and/or Options set forth in the Proposal forms, as may be in the best interest of the University. The low Bid shall be determined by taking the Base Price set forth in the Proposal form as selected by the University, plus the Alternates and/or Options selected by the University.

5.8 The Bidder agrees that if selected as General Contractor, he shall, within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the University, execute a contract in accordance with the terms of the general Bid.

ARTICLE 6 POST- BID INFORMATION

6.1 Affirmative Action

- 6.1.1 Pursuant to Connecticut General Statutes Section 46a-68d, if this project is estimated to cost more than \$50,000.00 then: In the event that the Bidder's Bid is accepted, after acceptance, but before a contract is awarded, the successful Bidder shall file and have approved by the Commission on Human Rights and Opportunities an Affirmative Action Plan. The Commission may provide for conditional acceptance of an Affirmative Action Plan provided written assurances are given by the Contractor that it will amend its plan to conform to affirmative action requirements. The University shall withhold 2% of the total Contract Price per month from any payment made to such Contractor until such time as the Contractor has developed an Affirmative Action Plan, and received the approval of the Commission. Notwithstanding the provisions of Connecticut General Statutes Section 46a-68d, a Contractor subject to the provisions of that Section may file a plan in advance of or at the same time as its Bid.
- 6.1.2 The University shall not enter into a contract with any Bidder or prospective Contractor unless the Bidder or prospective Contractor has satisfactorily complied with the provisions of Sections 4a-60, 32-9e, 46a-56 and 46a-68c to 46a-68f, inclusive of the Connecticut General Statutes, or submits a program for compliance acceptable to the Commission on Human Rights and Opportunities.
- 6.1.3 The Contractor shall designate an "Equal Opportunity Contract Compliance Officer" for the project. The Contractor designee, in addition to any other duties assigned by the Contractor, shall have the following responsibilities for the implementation of the Contractor Affirmative Action Plan (AAP) that is required for the project pursuant to Connecticut General Statutes Section's 46a-68c and 46a-68d.
 - .1 Maintain a project EEO file to include all records, correspondence and other documentation related to the project AAP.
 - .2 Communicate to and inform all project Contractors and Subcontractors, regardless of tier, and labor referral organizations (if applicable) about project equal opportunity and AAP expectations and performance requirements.
 - .3 Compile all on-site Contractor MONTHLY EMPLOYMENT UTILIZATION REPORTS (form CHRO cc-257) and submit a cumulative report for the project each month to report on contractor compliance to project AAP hiring goals. The cumulative report shall be submitted to the contract awarding agency and to the Commission on Human Rights and Opportunities by the 15th day following the end of each

 calendar month during the pendency of the on-site construction work of the project.

- .4 Attach a copy of your transmittal letter to CHRO as a document to be submitted with your invoice.
- .5 Compile and submit a QUARTERLY SMALL CONTRACTOR AND MINORITY BUSINESS ENTERPRISE PAYMENT STATUS REPORT (form CHRO cc-258) to report on the participation of such Contractors identified to participate on the project. The report shall be submitted to the contract awarding agency and to the Commission on Human Rights and Opportunities by the 15th day following the end of each calendar quarter during the pendency of the on-site construction work of the project.
- .6 Attach a copy of your transmittal letter to CHRO as a document to be submitted with your invoice.
- .7 Participate in project job meetings to inform project Contractors about project equal opportunity and AAP performance.
- .8 Coordinate "External Communication" section (employment outreach) of contractor AAP for all employment opportunities resultant during the course of the project from all project Contractors and maintain documentation of all contacts and responses.

6.2 Tax Identification

- 6.2.1 The Contractor shall furnish to the Owner, at the time of execution of the Contract, the following information
 - .1 The identity and addresses of all subcontractors performing work on the project.
 - .2 The Connecticut tax registration numbers of the Contractor and all subcontractors.
 - .3 The Federal Social Security account numbers, or Federal Employer Identification numbers, or both, if applicable, for the Contractor and all subcontractors.
- 6.2.2 The aforementioned information shall be continuously updated by the Contractor to reflect any additions or changes to the previously identified subcontractors. Any final additions or changes to this information shall be submitted to the Owner with the Contractor's application for final payment.

ARTICLE 7 PERFORMANCE AND PAYMENT BOND

7.1 Performance Bond

7.1.1 Prior to execution of the Contract, the successful Bidder shall substitute for the check or Bid Bond accompanying his Bid, an executed University of Connecticut Performance Bond, in the amount of 100 per cent of the Contract Price that is equal to or greater than \$100,000.00, conditioned upon the faithful performance of the Contract. See Form of Proposal for the appropriate form to be executed.

7.2 Labor and Material Payment Bond

7.2.1 Prior to execution of the Contract, the Bidder shall submit a University of Connecticut Labor and Material Payment Bond in the sum of not less than 100 per cent of the Contract Price that is equal to or greater than \$100,000.00, containing the condition that the Contractor will promptly pay for all material furnished and labor, supplied or performed in the prosecution of the work whether or not said material or labor is involved and/or becomes a component part of the structure or structures to be erected. Such additional bond shall be held for the use of each party who, as Subcontractor or otherwise, shall have furnished material or supplies or shall have performed labor in the prosecution of the work as herein provided and who has not been paid therefore. Such additional bond shall provide specifically that any person may bring suit thereon in the name of the person suing, prosecute the same to the final judgment and have execution thereon for such sum or sums as may be justly due. The State shall not be liable to furnish counsel nor for the payment of any costs or expenses of any such suit. This bond is to be furnished pursuant to Section 49-41 of the General Statutes of Connecticut, and claims thereon shall be subject to the provisions of Connecticut General Statutes Section 49-42. See Form of Proposal for the appropriate form to be executed.

7.3 General Provisions Regarding Bonds

7.3.1 The aforementioned Performance and Payment bonds shall be provided in the forms required by the University, samples of which are appended hereto. If the Contractor is a Joint Venture, all such bonds shall name all joint ventures as principals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. The above bonds shall be required for awards for which the total estimated cost of labor and materials under the Contract is at least \$100,000.00. The above bonds shall be acceptable to the University and, as a minimum, issued through a bonding company licensed to transact such business in the State of Connecticut and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570."

ARTICLE 8 AFFIDAVITS/ETHICS AFFIRMATIONS

8.1 Affidavits/Ethics Affirmations to be completed in accordance with the instructions provided on the OPM website for each Affidavits/Ethics Affirmations.

Form 1. Gift and Campaign Contribution Certification (for contract values >\$50,000)

Form 5. Consulting Agreement Affidavit (for contract values >\$50,000)

Form 6. Affirmation of Receipt of State Ethics Laws Summary (for contract values >\$500,000)

Form 7. Iran Certification (for contract values >\$500,000)

Nondiscrimination Certification:

Form B. Nondiscrimination Certification (for contract values <\$50,000)

Form C. Nondiscrimination Certification (for contract values >\$50,000)

8.2 With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination of series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached **SEEC Form 11.**

Obtain OPM has posted the approved Forms on the OPM Web site - http://www.opm.state.ct.us/secr/forms/ContractAffidavitRequirements.htm

ARTICLE 9 CONTRACT

9.1 A draft of the contract has been provided with the bid documents. The University reserves the right to modify the contract or wave any informality as it deems to be in the best interest of the University. Exceptions to the contract will not be considered.

REQUEST FOR INFORMATION FORM

PLEASE TYPE -OR- PRINT / SEE INVITATION AND ADDENDA'S FOR RFI DEADLINE

TO: The University of Connecticut. Fax (860) 486-1953	FROM:(Name of Bidding Firm)	
ATTN: Amy Allen	Contact Name:	
RFI Deadline: July 23, 2015; 2PM	Phone # : Fax # :	
Specification Section:	Drawing No. / Drawing Date:	
QUESTION (Please be specific):		
RESPONSE :		
Signature :	Date:	

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STATE OF CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

20 Trinity Street Hartford, Connecticut 06106—1628

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

<u>Civil penalties</u>—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

<u>Criminal penalties</u>—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission

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determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the

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federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

END OF INSTRUCTION TO BIDDERS

BID SUMBISSION

FOR

Beach Academic Building Refurbishment Painting

UNIVERSITY OF CONNECTICUT
STORRS CAMPUS
Storrs, Connecticut

PROJECT NUMBER: 901965

Submitted By:

University of Connecticut Beach Academic Building Refurbishment #901965

Title:

Date:

Telephone:

Form	٥f	Dro	nos	اد
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Form of Proposal
Proposal Submission Checklist
The following documents and information shall be submitted and included as your bid proposal. All documents must be submitted and executed in their original condition as issued.
Bid Bond
Fully executed Form of Proposal
Ethics Forms
AIA A305 (UCONN supplied version only), supporting documents including the required Financial Statement
How did you learn about this Project? Hartford Courant Waterbury Republican Norwich Bulletin DAS CPCA Website Other
Contractors Certification
By submitting a bid proposal, the bidder is attesting to the review, reading, understanding, and acceptance of the information and requirements of the project contained within the bid documents without exception. By submitting a bid proposal, the Bidder represents that they have examined the site, and accept the conditions under which the work will be performed and we have read, evaluated, understand, and accepted all the Contract Documents, including those documents provided for on the Disk, and their content in their entirety and have included all provisions necessary to accomplish all work according to the information and requirements prescribed therein without exception.
SUBMITTED FOR:
Firm:
Address:
SUBMITTED BY:
Print Name:

Page 1 of 24 Contractor's Initials _____

University of Connecticut Beach Academic Building Refurbishment #901965

Form of Proposal

University of Connecticut Amy Allen Capital Project & Contract Administration 3 North Hillside Road, Unit 6047 Storrs, Connecticut 06269-6047

Dear Ms. Allen:

- 1. In accordance with Connecticut General Statutes Sections 10a-109a through 10a-109y and pursuant to, and in compliance with your Invitation to Bid, the Notice and Instructions to Bidders, the Form of Contract, including the conditions thereto, the form of required bond, I (we) propose to furnish the labor and/or materials installed as required for the project named and numbered on the FORM OF PROPOSAL of this proposal to the extent of the Proposal submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the Contract including specifications and/or drawings together with all addenda issued and received prior to the scheduled closing time for the receipt of the bids, and in conformity with requirements of the University of Connecticut and any laws or departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on the said FORM OF PROPOSAL, hereof.
- 2. The Lump Sum Base Bid by me (us) on the FORM OF PROPOSAL includes all work indicated on the drawings and/or described in the specifications (including the furnishing and installing of all required materials, labor, equipment and allowances where applicable), except:
 - A. Work covered by Alternates as may be listed on the FORM OF PROPOSAL.
 - B. Contingent work covered by Unit Prices as may be listed on the FORM OF PROPOSAL.
 - C. Work covered by Options as may be listed on the FORM OF PROPOSAL.
- 3. This proposal is submitted subject to and in compliance with the foregoing and following conditions and/or information.
 - A. <u>AWARD:</u> All proposals shall be subject to the provisions and requirements of the Bid Documents and for purpose of award, consideration shall be given only to proposals submitted by qualified and responsible bidders.
 - B. <u>COMMENCEMENT AND COMPLETION OF WORK:</u> Contractor shall commence and complete the work in accordance with the requirements of the Contract Documents.
 - C. If the Contractor fails to complete the work within the time required by the Contract Documents, the University shall have the right to assess liquidated damages as provided in Paragraph 9.11 of the General Conditions.

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Form of Proposal

D. CONTRACTORS INSURANCE REQUIRED:

 The limits of liability and coverages shall be those set forth in Article 11 of the General Conditions included with this bid package (or as previously executed with the on-call trade contract).

E. REQUIRED PERCENTAGES OF WORK AND SET-ASIDES

- 1. If awarded this contract, we (I) as the General Contractor on this Project shall be required to assist in meeting the goal of performing not less than 30% of the completed dollar value of the Work with its own forces.
- 2. We (I) as the General Contractor on this project shall award not less than 25% of the total Contract Price to subcontractors who are certified and eligible to participate under the State of Connecticut Small Business Set Aside Program, of which 6.25% (of the total Contract) must be awarded to Women Owned or Minority Businesses. This requirement must be met even if the General Contractor is certified and eligible to participate in the Small Business Set Aside Program. This information will be considered as part of your bid proposal and failure to comply with any portion of this requirement, including but not limited to failure to list or meet the necessary dollar amount of percentage of the bid price will be cause to reject your bid.

F. STATEMENT OF BIDDERS' QUALIFICATIONS AND INTENTION OF OBJECTIVE CRITERIA:

- 1. We (I) the Bidder; shall complete and submit with this FORM OF PROPOSAL the Contractor's Qualification Statement in support of its Qualifications to perform the Work of this project, and to demonstrate its compliance with the University's Objective Criteria regarding Qualifications.
- 2. If we (I) has submitted a financial statement of a "parent" or affiliated entity in response to Article No. 5 of the Contractor's Qualification Statement (AIA Form A-305), then: we (I) will attach, and return, along with its Bid Documents, the "Guarantee" Exhibit A General Conditions), executed by a duly authorized officer or representative of the affiliated entity, that the affiliated entity will "guarantee" to the satisfaction of the University, the financial capability and stability of the bidder, and that the assets of the affiliated entity will be available to respond to any default or failure to comply with the Contract Documents by the Bidder.

G. NONDISCRIMINATION & LABOR RECRUITMENT:

I (We) agree that the Contract awarded for this project shall be subject to the Executive Orders No. Three and Seventeen, promulgated June 16, 1971 and February 15, 1973 respectively and to the Guidelines and Rules of the State Labor Department implementing Executive Order No. Three and further agree to submit reports of Compliance Staffing on Labor Department Form E.O.3-1, when and as requested.

H. FEDERAL & STATE WAGE DETERMINATIONS AND PRICING CONSIDERATION:

.1 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages".

Page 3 of 24 Contractor's Initials

Form of Proposal

- .2 In determining bid price, consideration should be given to Section 31-53 of the General Statutes of Connecticut as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages". Such prevailing wage adjustment will not be considered a basis for an annual contract adjustment.
- .3 The State of Connecticut Labor Department Wage Schedule where required, shall be provided with these documents, typically with the Bidders' Convenience Package, or will be incorporated in the Contract Documents as an Addendum. At the time of bidding, the bidder agrees to accept the current prevailing wage scale, as well as any annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor. Wage Rages will be posted each July 1st on the Department of Labor website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a basis for an annual contract amendment.
- I. <u>CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY & NON-SEGREGATED FACILITIES:</u>

We (I) acknowledge that we (I) and our subcontractors are obligated to fill out the forms provided by the University of Connecticut Office of Capital Project and Contract Administration and to agree to certify to the compliance of non-segregated facilities.

J. NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OR CAMPAIGN CONTRIBUTION AND SOLICITATION BAN.

With regard to a State contract as defined in P.A. 07-1 having a value in a contract year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advertising prospective principals of the contents of the notice. See Attachment SEEC Form 11.

4. ACCOMPANYING THIS PROPOSAL IS:

DC	DLLARS \$	
and drawn on the		
(STATE BANK &	TRUST COMPANY)	
located at		
A NATIONAL BANKING ASSOCIATION)	(CITY & STATE)	

which is understood shall be cashed and the proceeds thereof used so far as may be necessary to reimburse the State of Connecticut for losses and damages arising by virtue of my (our) failure to file the required Bonds and execute the required contract in this proposal as accepted by the University of Connecticut.

OR;

Page 4 of 24 Contractor's Initials

University of Connecticut Beach Academic Building Refurbishment #901965

Form of Proposal	Form	of I	Proi	posal
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В.	A BID BOND having as surety thereto a Surety Company for Companies authorized to transact business in the State of Connecticut and made out in the penal sum of 10% of the bid, (Bids \$50,000 and greater) i.e.:
	DOLLARS \$
	If the bidder is a joint venture, the Bid Bond shall specifically identify and include each joint venturer as a principal.

- C. If the bidder is a joint venture, a copy of the executed Joint Venture Agreement shall be submitted along with the bid materials.
- 5. I (We), the undersigned, hereby declare that I am (we are) the only person(s) interested in the proposal and that it is without any connection with any other person making any bid for the same work. No person acting for, or employed by, the State of Connecticut is directly interested in this proposal, or in any contract which may be made under it, or in expected profits to arise therefrom. This proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or refrain from bidding or to influence the amount of the bid of any other person or corporation. This proposal is made in good faith without collusion or connection with any other person bidding for the same work and this proposal is made with distinct reference and relation to the plans and specifications prepared for this Contract. I (We) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on my (our) investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.
- 6. Each class of work set forth in a separate Section of the Specifications and designated as a subtrade in Item 2A of the proposal pages shall be the matter of a subcontract made in accordance with the procedures set forth in the Bid and Contract Documents.
- 7. The undersigned agrees that, if selected as General Contractor, he shall, within ten (10) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the University of Connecticut, execute a contract in accordance with the terms of this general bid.
- 8. The undersigned agrees and warrants that he has made good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials under such contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning his employment practices and procedures as they relate to the provisions of the Connecticut General Statutes governing contract requirements.

Page 5 of 24 Contractor's Initials

		Form of Proposal		
A. <u>STANDAR</u>	D BID BOND:			
NOW ALL MEN BY	THESE PRESENTS,			
That we, principal, o	of	hereinafter called the Surety, a co	hereinafter called, as principal, orporation organized and existing u	and
the laws of the St			ized to transact a surety business ir	
State of Connection	cut, as Surety, are he	eld and firmly bound unto the State amount of the bid set forth in	e of Connecticut, as obligee, in the p n a proposal hereinafter mentio States of America, for the paymen	oenal oned,
	•	to the Obligee, the Principal and t and assigns, jointly and severally, fi	the Surety bind, themselves, their hirmly by these presents.	ieirs,
THE CONDITION O	OF THIS OBLIGATION	I IS SUCH,		
	e Principal has sub roject Referenced al	-	roposal the other obligee related	to a
may be specified, with surety accep Obligee may suffe	enter in the said cortable to the Oligee,	ntract in writing with the State of C or if the Principal shall fail to do so failure not exceeding the penal sur	I the Principal shall, within such time tonnecticut and give the required both, pay to Obligee the damages which mof this bond, then this obligation	onds, n the
SIGNED, SEALED A	ND DATED this	day of	_, 20	
Witness	Surety	Witness	Principal	
	 Title		 Title	

Page 6 of 24 Contractor's Initials ____

	Form	οf	Pro	nosa
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В. The undersigned proposes to furnish all labor and material required for:

BEACH ACADEMIC BUILDING REFURBISHMENT PROJECT NUMBER: #901965

UNIVERSITY OF CONNECTICUT Storrs, CT

in accordance with the accompanying Drawings and Specifications prepared by:

Gregg Wies & Gardner Architects

The Contract Price specified below subject to additions and deductions according to the terms of the

C.

Having carefully examined the Entroject site and examined all construct, agrees to provide a afety, insurance, bonds, and tomplete the Work of this Bid		of award services, uired to
Having carefully examined the Entroject site and examined all construct, agrees to provide a afety, insurance, bonds, and tomplete the Work of this Bid	id Documents for the above reference project, and having vis ditions affecting the work, the undersigned, upon written notice of I labor, supervision, materials, tools, construction equipment, to pay all applicable taxes, and other costs necessary or req in full accordance with all Bid Documents and within the	of award services, uired to
Having carefully examined the Enroject site and examined all conformation of contract, agrees to provide a	: id Documents for the above reference project, and having vis ditions affecting the work, the undersigned, upon written notice of labor, supervision, materials, tools, construction equipment,	of award services,
Having carefully examined the Eproject site and examined all con	: id Documents for the above reference project, and having visitions affecting the work, the undersigned, upon written notice of	of award
Clarifications/Addenda #		
	, Dated	
Clarifications/Addenda #	, Dated	
Clarifications/Addenda #	, Dated	
Clarifications/Addenda #	Dated	
		bidding
BID CLARIFICATIONS:		
	period and has included all char Clarifications/Addenda #	The undersigned acknowledges receipt of the following Bid Clarifications issued during the period and has included all changes therein in the above base bid amount. Clarifications/Addenda #, Dated Clarifications/Addenda #, Dated

Page 7 of 24 Contractor's Initials _ Form of Proposal

E. SCHEDULE OF ALTERNATES:

Provide Alternate Prices which reflect the work of the bid package under which this bid proposal was submitted and shall remain *valid for the life of the project* and include <u>all costs</u> for a complete installation. All pricing is inclusive of all costs of wages, applicable taxes, benefits, and applicable insurance. The Prices herein shall remain valid for the life of the project and include all costs for a complete installation. Alternate prices are good for both adds and deducts.

END OF ALTERNATES

Page 8 of 24 Contractor's Initials ____

Form of Proposal

F. SCHEDULE OF UNIT PRICES:

All rates are inclusive of all costs of wages, applicable taxes, benefits, applicable insurance. The rates provided will be negotiated and included as part of the contract and of your subcontracts. The Unit Prices herein shall remain valid for the life of the project and include all costs for a complete installation. Unit prices are good for both adds and deducts.

Unit Price	<u>Description</u>	<u>Unit of</u> <u>Measurement</u>	Add/Deduct Rate
1	Provide unit price per SF for floor preparation where abatement occurs per SF of Abatement.	SF	\$
2	Provide a unit price per SF where applied Mapei floor preparation where abatement occurs per SF of Abatement.	SF	\$
3	Provide a unit price per SF to supply and install the Versashield vapor barrier.	SF	\$
4	Provide a unit price to provide and install additional ceiling tile by task (T1, T3, T4).	SF	T1:\$ T3:\$ T4:\$

End of Unit Prices

Page 9 of 24 Contractor's Initials _____

Form	٥f	Proposa	ı
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G. SCHEDULE OF LABOR RATES:

The following are hourly wage rates for all tradesmen associated with this project for performing extra work. These rates are fully loaded (including benefits, applicable taxes, and worker compensation insurance) and are in accordance with the prevailing wages of the trade having jurisdiction in areas where the work is performed. The wage rates shall be valid for the life of the project. NOTE: Further, no mark-up shall be allowed on the premium time portion of the wage rate. At the request of the University, the Contractor will submit labor rate summary sheets, which justify all submitted labor rates. All rates are subject to thorough analysis and subject to reduction if deemed inaccurate by The University of Connecticut.

TRADE:		Attachments: Y / N	
Submit one sheet	for each Labor Trade (Division	n) used on project. Copy	as needed.
<u>Foreman</u>		Time and <u>One Half</u> \$ \$ \$ \$	\$ \$
<u>Journeyman</u>	Straight	Time and <u>One Half</u> \$ \$ \$ \$	\$
Apprentice	\$\$ \$	Time and One Half \$ \$ \$ \$ \$	\$ \$
<u>Laborer</u>	Straight	Time and One Half \$ \$ \$ \$ \$ \$	\$ \$

End Labor Rates

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Form of Proposal

H. SCHEDULE OF VALUES:

The undersigned agrees that the Schedule of Values submitted with this Bid is a true representation of the distribution of the costs of this project and equals the Stipulated Sum shown above. The Schedule of Values is an integral part of this proposal. Please indicate N/A for those divisions of work not applicable. The costs provided below include the complete cost for furnishing and installing of materials, labor, and equipment required to provide the complete scope of work for each specified division (includes the costs of applicable taxes, insurance, bonds, overhead, profit, small tools, travel, parking, supervision, etc.). The "TOTAL" price must equal your total lump sum bid proposal.

Division	ofit, small tools, travel, parking, supervision, etc.). The "TOTAL" price must equal your Group	
01	General Conditions	\$
02	Existing Conditions	\$
03	Concrete	\$
04	Masonry	\$
05	Metals	\$
06	Wood, Plastics, Composites	\$
07	Thermal & Moisture Protection	\$
08	Openings	\$
09	Finishes	\$
10	Specialties	\$
11	Equipment	\$
12	Furnishings	\$
13	Special Construction	\$
14	Conveying Equipment	\$
*21	Fire Suppression	\$
22	Plumbing	\$
*23	HVAC Heating, Ventilating, Air Conditioning	\$
25	Integrated Automation	\$
26	Electrical	\$
27	Communications	\$
28	Electronic Safety and Security	\$
*31	Earthwork	\$
32	Exterior Improvements	\$
33	Utilities	\$
34	Transportation	\$
35	Waterway and Marine Construction	\$
*40	Process Integration	\$
41	Material Process & Handling Equipment	\$
42	Process Heating, Cooling & Drying Equipment	\$
43	Process Gas & Liquid Handling, Purification & Storage Eqmt.	\$
44	Pollution & Waste Control Equipment	\$
45	Industry Specific Manufacturing Equipment	\$
46	Water & Wastewater Equipment	\$
*48	Electrical Power Generation	\$
Insurance		\$
Bonds		\$
Allowances	(where applicable)	\$
TOTAL		\$

^{*}Gap in numerical sequence, reserved for future expansion

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	Form of Proposal		
I. The subdivision of Work in the proposed Contract Price is as follows:			
ITEM For al	1 WORK BY GENERAL CONTRACTOR: I work other than that to be done by subcontractors included in Item 2A and Item 2B.		
	\$(ITEM 1)		
Note:	In accordance with paragraph 3.E.1 this amount, together with work by the general contractor as listed in		

Item 2A below, must be at least 10% of the total bid price.

ITEM 2A WORK BY SUBCONTRACTORS NAMED:

Subcontractors and prices for the following trades must be listed (if such prices exceed \$25,000). However, the general bidder may list himself together with his price if he customarily performs any of the trades specified. If the general contractor requires a performance and/or labor & material payment bond then the general contractor must indicate below which of the subcontractors are subject to this requirement. The amount (%) shall not exceed the subcontractor's price listed below.

DESCRIPTION	NAME OF SUBCONTRACTOR	DOLLAR AMOUNT	LABOR & MATERIAL BOND	PERFORMANCE BOND
MASONRY				
ELECTRICAL				
MECHANICAL WITHOUT HVAC				
HVAC				

A copy of the executed agreement between the successful bidder and the named subcontractors above must be presented to the Office of CPCA at time of contract signing. The contract may not be executed until copies of executed agreements are received by CPCA.

ITEM 2B	WORK BY SUBCONTRACTORS NOT NAMED:		
	\$		
	(INCLUDES ALL SUBCONTRACT WORK NOT LISTED IN ITEM 2A)		

The undersigned agrees that each of the subcontractors listed on this FORM OF PROPOSAL will be used for the work indicated at the amount stated, unless a substitution is permitted by the University.

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		Form of Proposal	
J. SET-ASIDE C	CONTRACTOR SCHEDULE		
for this project, alon	g with the dollar amount to	·	
Businesses, rests so does not qualify sh	lely with the proposer and n	ified set aside contractor, Women Over the State. We acknowledge that as not listing one at all and the p	listing a subcontractor who
<u>Name</u>	<u>Address</u>	<u>Am</u>	<u>ount</u>
		_	
The amount is NOT Section D.	LESS THAN 25% of the pro	oposed base contract price as state	ed on the Form of Proposal,
CERTIFICATE OF ELIC	GIBILITY HAS BEEN OBTAINI	ED THROUGH THE FOLLOWING WEB	SITE;
https://www.biznet	.ct.gov/SupplierDiversity/SD	Search.aspx	
FOR EACH OF THE N	AMED CONTRACTORS AND	IS BEING SUBMITTED WITH THIS FO	DRM.
		ontractors listed on the proposal for ution is permitted by the awarding a	
Authorized Signatur	e	Title	
Company Name			

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Form of Proposal

K. BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number Or Social Security Number
Major Business Activity (brief description)	Bidder Identification (response optional/definitions in Instruction to Bidders page 18)
	-Bidder is a small contractor. Yes No
	-Bidder is a minority business enterprise Yes No
	(If yes, check ownership category)
	Black Hispanic Asian American
	American Indian/Alaskan Native Iberian Peninsula
	Individual(s) with a Physical Disability
	Female
Bidder Parent Company(If any)	· · · ·
	-Bidder is certified as above by State of CT
	Yes No
Other Locations in Ct. (If any)	
	DAS Certification #:
	1

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Form of Proposal

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?	7. Do all of your company contracts and purchase orders contain non-discrimination statement as required by Sections 4a-60 & 4a-60a CGS?
Yes No	Yes No
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?	8. Does your company, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?
Yes No	Yes No
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy?	9. Does your company have a mandatory retirement age for all employees?
Yes No	Yes No
4. Does your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer?	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors?
Yes No	Yes No NA
5. Do you notify the Ct. State Employment Service of all employment openings with your company?	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor?
Yes No	Yes No NA
6. Does your company have a collective bargaining agreement with workers? Yes No	12. Does your company have a written affirmative action Plan? If no, please explain.
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No	Yes No
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes No	13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number

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Form of Proposal	
Part III - Bidder Subcontracting Practices	
Will the work of this contract include subcontractors or suppliers? Yes No	
1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor minority business enterprise as defined on page 1 / use additional sheet if necessary)	· and/or a
1b. Will the work of this contract require additional subcontractors or suppliers other the identified in 1a? Yes No	nan those

Part IV – Bidder Employment Information

Date:

JOB CATEGORY	OVERALL TOTALS	1		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Enginee ring											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenan ce											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB T (ENTER FIGURES FOR T	_	ATEGORIES	AS ARE SHO	WN ABOVI	≣)					•	
Apprentices											
Trainees											

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Form of Propo	sal
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PART V - Bidder Hiring and Recruitment Practices

Which of the following recruitment sources are used by you? (check yes or no and report percent used)			2. Check (x) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train,
YES	NO	% of applicants provided by source			and promote employees without discrimination?
				Work Experience	
				Ability To Speak Or Write English	
				Written Tests	
				High School Diploma	
				College Degree	
				Union Membership	
				Personal Recommendations	
				Height Or Weight	
				Car Ownership	
				Arrest Record	
				Wage Garnishments	
	t percen	t percent used)	YES NO % of applicants provided by	rt percent used) Ilisted use as We of applicants provided by	Issted requirements that you use as a hiring qualification Work Experience Ability To Speak Or Write English Written Tests High School Diploma College Degree Union Membership Personal Recommendations Height Or Weight Car Ownership Arrest Record

Certifications (Read this form and check your statements on it CAREFULLY before signing).

I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CT General Statues.

(Signature)	(Date Signed)
	(Telephone)

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Form of Proposal

L. CONTRACTOR'S QUALIFICATION STATEMENT: AIA 305 (UCONN supplied version only – Statement of Qualifications)

A duly authorized representative of the company must completely and accurately fill out, execute and submit with this Form of Proposal the AIA 305 and all supporting documents where applicable.

If it is determined by the University of Connecticut and/or State of Connecticut that any information requested was not disclosed with this bid, then such determination will be just cause for disqualification of the bid.

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Form of Proposal

- M. ETHICS FORMS A duly authorized representative of the company must sign these forms
 - $\sqrt{}$ These forms must be notarized and clearly show notary seal or acknowledged by a Commissioner of the Superior Court.
 - √ ALL REQUIRED forms, **must be completed, signed and returned** by the bidder/proposer as part of the bid/proposal/RFQ response package.
 - $\sqrt{}$ Failure to submit ALL REQUIRED forms constitutes grounds for rejection of your bid/proposal/RFQ.
 - √ If it is determined by the University of Connecticut and/or State of Connecticut that any information requested was not referenced and submitted with this bid/proposal/RFQ, then such determination will be just cause for disqualification of the bid/proposal/RFQ.

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Form of Proposal

OPM Ethics Form 1 Rev. 3-28-14
Page 1 of 2



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE:	☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)
	Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies o
 instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State
 agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contactor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

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Form	of	Proposa	I
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CAMPAIGN CONTRIBUTION CERTIFICATION:

Page 2 of 2

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for <u>statewide public office</u>, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

committee, or party	committee established by, or second or the General Assembly, are	supporting or author		
Lawful Campaign Co	ontributions to Candidates 1	for Statewide Pub	lic Office:	
Contribution Date	Name of Contributor	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
Lawful Campaign Co	ontributions to Candidates 1	for the General As	sembly:	
Contribution Date	Name of Contributor	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
Sworn as true to the	best of my knowledge and beli	ef, subject to the pe	enalties of false	statement.
Printed Contractor Na	me P	rinted Name of Au	ıthorized Offic	cial
Signature of Author	rized Official			
Subscribed and ack	nowledged before me this _	day of		, 20
	Commiss	ioner of the Supe	rior Court (or	Notary Public)
	My Comn	nission Expires		

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OPM Ethics Form 5

Rev. 3-28-14



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT:	[Number of Affidavits S	Sworn and S	Subscribed On This D	Pay:]		
a contract, as such a contract	gned, hereby swear that I described in Connecticut ct who is authorized to ex agreement in connection	General St xecute such	tatutes § 4a-81(b), contract. I furthe	or that I am the r swear that I ha	e individual awar ave not entered	ded
Consultant's N	ame and Title		Name of Firr	n (if applicable)		
Start Date	End Da	ate	Cost	:		
Description of	Services Provided:					
	ant a former State employ Name of Former State			☐ YES	□ NO	
Sworn as true	to the best of my knowled					
Printed Name	of Bidder or Contractor	Signatur	e of Principal or K	ey Personnel	Date	_
		Printed N	ame (of above)	Awa	arding State Age	_ icy
Sworn and s	ubscribed before me on	this	day of	, 20	<u>.</u>	
		Commiss	ioner of the Super	ior Court or No	 tary Public	
		My Comm	nission Expires			

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Form of Proposal

OPM Ethics Form 6 Rev. 10-01-11

Form C 07-08-2009



STATE OF CONNECTICUT NONDISCRIMINATION CERTIFICATION — Affidavit By Entity

For Contracts Valued at \$50,000 or More

Documentation in the form of an <u>affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended</u>

INSTRUCTIONS:

For use by an <u>entity</u> (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen	(18) and understand and appreciate the obligations of
an oath. I am of	, an entity
Signatory's Title	, an entity Name of Entity
duly formed and existing under the laws of	
,	Name of State or Commonwealth
I certify that I am authorized to execute and deli	ver this affidavit on behalf of
and tha	i .
Name of Entity	Name of Entity
has a policy in place that complies with the nonc	liscrimination agreements and warranties of Connecticut
General Statutes §§ 4a-60(a)(1)and 4a-60a(a)(1)	, as amended.
Authorized Signatory	<u> </u>
Printed Name	
Sworn and subscribed to before me on this	day of, 20
Commissioner of the Superior Court/ Notary Public	Commission Expiration Date

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/TO BE EILLED IN AND SIGNED BY THE BIDDED!

Form of Proposal

- √ All pages within the Form of Proposal must be completed, signed by a duly authorized representative
 of the firm and returned as part of the bid/proposal/RFQ response package. NO FACSIMILE
 SIGNATURE PERMITTED
- $\sqrt{}$ If the form of proposal is being submitted by a Joint Venture, each Joint Venture shall sign the Proposal, and each Joint Venture agrees to be bound by the terms and conditions thereof.
- √ Failure to submit ALL REQUIRED forms constitutes grounds for rejection of your bid/proposal/RFQ.
- √ If it is determined by the University of Connecticut and/or State of Connecticut that any information requested but not disclosed and submitted with this bid/proposal/RFQ; such determination will be just cause for disqualification of the bid/proposal/RFQ.

(TO BE TILLED IN	AND SIGNED BY THE BID	DLN)	
Signed the	day of	20	
Firm Name:			
Street:			
(TO BE FILLED IN A	AND SIGNED BY JOINT VI	ENTURE IF APPLICABLE)	
Firm Name:			
Telephone Numb	er:		

END OF Form OF PROPOSAL

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ATTACHMENT A

Projects Best Portraying your Qualifications for this Application's Project

Project Information Sheet

1.	Project Name:		
2.	Project Location:		
3.	Project Owner:		
4.	Contracted Role: □ CMA □ CMR □GC □ Subcontractor □ Trade Contractor □ Prime Contractor		
5.	Percentage of Self Performed Work:		
6.	Contracted Cost:		
7.	Final Cost:		
8.	If the Final Cost stated above is in excess of 5% of Contracted Cost, please provide and explanation:		
9.	Initial Contract/Notice to Proceed Start Date:		
10.	Initial Contracted Substantial Completion Date:		
11.	Final Substantial Completion Date:		
12.	If the Final Substantial Completion Date stated above is in excess of thirty (30) days of the Initial		
	Contracted Substantial Completion Date please provide a detailed explanation:		
13.	Owner Reference: (Firm/Agency Name):		
14.	Primary Contact Name and Phone Number:		
15.	Primary Architect Reference: (Firm Name):		
16.	Primary Contact Name and Phone Number:		
17.	Primary Engineer Reference (Firm Name):		
18.	Primary Contact Name and Phone Number:		

19.	9. Major Supplier Reference:			
20.	Name, Address, Telephone, Contact Person, Estimated Annual Expenditures:			
21.	. Describe the project and relevance to the UCONN project including the items listed in Sco	ope of		
	Work for which this application is submitted. Photos and additional information can be			
	attached if necessary.			
11	. List the key personnel in your firm who were assigned to the project who had direct			
۷۷.		م مام م		
	responsibility for the day-to-day management for this project and state whether or not e	acn o		
	these people are still employed by your firm.			
	Project Manager:			
	Assistant Engineer/Project Manager:			
	Superintendent:			
	Safety Engineer:			
	LEED:			
	Project Executive:			
23.	. Were you required to furnish a Labor and Material Payment Bond for this project?			
	Yes No If No, what form of security was provided?			
	Yes No If No, what form of security was provided? Were you required to furnish a Performance Bond for this project?			

ATTACHMENT B

SUBMITTED TO: UNIVERSITY OF CONNECTICUT OFFICE OF CAPITAL PROJECT & CONTRACT ADMINISTRATION 3 NORTH HILLSIDE ROAD, UNIT 6047 STORRS, CONNECTICUT 06269 SUBMITTED BY: ____ COMPANY NAME: _____ THE FIRM IS A:

CORPORATION
PARTNERSHIP
INDIVIDUAL
JOINT VENTURE
OTHER INDICATE IF YOU ARE CERTIFIED AS ONE OF THE FOLLOWING:

MBW
WBE
DBW
SET ASIDE PRESIDENT'S NAME: COMPANY ADDRESS: _____ □ PRINCIPLE OFFICE □ BRANCH OFFICE PHONE:_____ EMAIL: _____ IF COMPANY ADDRESS IS BRANCH, WHAT IS PRINCIPAL OFFICE ADDRESS: I. **ORGANIZATION** Provide a statement detailing any financial interest in any other construction business, including any financial interest of 25% or more, which any officer, principal or key employee of the firm have in the Contractor or other construction business. How many years has your organization been in business as a major Contractor: _____?

University of Connecticut Storrs, CT Project # 901965

How many years has your organization been in business under its present business name:?			
Under	what other or former names has your organization operated:?		
II.	<u>LICENSING</u>		
	ndatory that the firm be legally qualified to do business in Connecticut. If the applicant is a joint e, all joint venture partners must be qualified to do business in the State of Connecticut.		
List jur	sdictions in which your organization's partnership or trade name is filed.		
III.	<u>EXPERIENCE</u>		
List the	categories of work that your organization normally performs with its own forces.		
	labor organizations with which you have agreements; a negative response will not be reason for ification.		
•	percentage of work do you commonly perform with your own forces as opposed to work cted separately (average) of the past 5 years?		
	% of work performed with own forces		
	% of work subcontracted		
IV.	CLAIMS & SUITS		
explair the off	indicate either yes or no to the following questions. You may attach a separate sheet to any yes answers. For any yes answer in response to the following questions please identify ense, along with the location of the court or tribunal administering the matter, and the docket seeding number of the matter.		
-	ur firm, or any part of your firm, any owner, or partial owner of your firm, or any person in any sociated with or employed by your firm ever:		
A. B.	Failed to complete any work awarded to it?yesno Received one or more criminal convictions related to the injury or death of any employee in the 5-year period preceding any bid which may be submitted?yesno		
C.	Within the past 5 years ever been barred, suspended, disqualified or otherwise precluded from bidding or offering a proposal on contracts by any municipality or any agency of the State of Connecticut, other states, or the Federal Government?yesno		
D.	Within the past 5 years been defaulted, terminated, or have had any liquidated damages or other contractual penalties for failure to timely or properly perform a contract assessed against you?yesno		

E.	Within the past 5 years been declared to be a non-responsible bidder or proposer on any public
_	work project?yesno
F.	Had a conviction or entry of a plea of guilty or nolo contendere for commission of a criminal
	offense as an incident to obtaining or attempting to obtain a public or private contract or
	subcontract or in the performance of such contract or subcontract?yesno
G.	Had a conviction or entry of a plea of guilty or nolo contendere under state or federal law for
	embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen
	property, or any other offense indicating a lack of business integrity or business honesty which
	affects responsibility as a contractor?yesno
Н.	Had a conviction or entry of a plea of guilty or nolo contendere under state or federal antitrust,
	collusion or conspiracy statutes arising out of the submission of bids or proposals?
	ayesno
I.	Been cited for noncompliance with contract provisions on a public project, of a character
	regarded by the awarding authority to be of such gravity as to indicate a lack of responsibility to
	perform as a state contractor, including deliberate failure, without good cause, to perform in
	accordance with specifications or time limits provided in a contract?yesno
J.	On a public project or contract, been cited for any other cause the awarding authority
	determined to be so serious or compelling as to affect responsibility as a state contractor,
	including disqualification by another governmental entity, having caused financial loss to the
	state or having caused a serious delay or inability of state officials to carry out their duties on a
	past contract or contracts?yesno
K.	Had any civil or criminal judgments, claims, arbitration proceedings or suits pending or
	outstanding against your organization or its officers?yesno
L.	Have been on any list published by the Connecticut State Labor Department of persons or firms
	that have been found by the National Labor Relations Board and by a final decision rendered by
	a Federal Court to have been in violation of the National Labor Relations Act, 29USC 151 et. seq.
	or to have been found in contempt of court by a final decision of a Federal Court for failure to
	correct a violation of the National Labor Relations Act on three or more occasions involving
	different violations?yesno
M.	Have had any instances within the previous five years in which you or any entity in which you
	have an interest, appeared on a list published by the State of Connecticut Labor Department of
	persons or firms who the Labor Department has found you to have disregarded or violated your
	obligations to employees and subcontractors on public works projects under Connecticut
	General Statutes 31-53 and 31-76c (i.e. payment of prevailing wages and overtime payments) or
	in which you have been barred from Federal government contracts in accordance with the
	provisions of the Davis Beacon Act, 40 U.S. C. 276a-2? yes no Describe in detail the
	circumstances of each violation, including but not limited to, the date and nature of the
	violation, the project on which the violation occurred, the source, if known, of any complaint
	giving rise to any Department of Labor investigation, the results of any such investigation, the
	penalty imposed or other action taken by the Department of Labor, any remedial action which

was taken and any other resolution of any such complaint or violation. If in the event that there were such instances as described in your response, you are further required to provide with your Application a written statement of the policy and procedures you would implement on this project in an effort to insure that you and your subcontractors would remain in compliance with the statutory requirements for wage rates and payment of wages as noted above.

N.	Have you ever been found by the Connecticut Department of Public Works, or another State			
	Agency to be in violation of the subcontractor listing requirements or other provisions of			
	Connecticut General Statutes Section 4b-95? yes no			
Ο.	. Within the last five years been an officer or principal of another organization when it failed			
	complete a construction contract? yes no			

Where applicable, list all litigation or arbitration proceedings including out of court settlements initiated by or against you within the past one (1) year including all pending cases. List the name of the project, the project location and the court or arbitration number and location. Briefly describe, use a separate sheet if necessary, the circumstances and disposition of each case. Specifically identify and provide details of each instance of claims or legal proceedings by or against a public or private Owner. Please note that generalized responses such as "litigation arising in the ordinary course of doing business" are not acceptable.

List any OSHA citations within the past three (3) years under present business name or any past business name. Have you been cited for three or more willful or serious violations of OSHA, or of any standard, order or regulations promulgated pursuant to such Act which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupational Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; and which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction? Additionally list any criminal convictions related to the injury or death of any employee.

V. <u>REFERENCES & RELEVANT PROJECT EXPERIENCE</u>

Applicant must provide a letter from the Connecticut Department of Revenue Services that your firm is currently in good standing as a corporation if applicable. Letter must be within the past three (3) months.

Applicant must provide three (3) project examples within the past three (3) years of similar nature, size, duration, scope and comparable dollar value to that of the subject project. See Attachment A.

VI. FINANCING/FINANCIAL STATEMENT

Financial requirements for Firm's submitting for pre-qualification with the University of Connecticut are as follows:

- 1. Projects>= (Greater Than or Equal To) \$10,000,000: Most recent Audited Financial Statements are required, which must include the Independent Auditors Report; Balance Sheets; Income Statements; Cash Flow Statements; and Notes to the Financial Statements. These statements cannot be older than 15 months as of the date of the application. In addition you must supply Interim financial statements including Balance Sheets; Income Statements; Cash Flow Statements; and Notes to the Interim Financial Statements, if any, by an outside CPA. These statements must be provided for consideration and should be no older than 6 months as of the date of application.
- 2. Projects< (Less Than) \$10,000,000: Most recent Audited Financial Statements are preferred, which must include the Independent Auditors Report; Balance Sheets; Income Statements; Cash Flow Statements; and Notes to the Financial Statements. These statements cannot be older than 15 months as of the date of the application. In addition you must supply Interim financial statements including Balance Sheets; Income Statements; Cash Flow Statements; and Notes to the Interim Financial Statements, if any by an outside CPA. These statements must be provided for consideration and should be no older than 6 months as of the date of application. If Audited statements are not completed by the company, statements reviewed or compiled by an independent public accountant may be accepted for review and evaluation (these should include balance sheets, income statements, cash flow statements and notes to the financial statements, if available-if not available see #3d below.)</p>

If Notes to the Financial Statements are not available or inadequate disclosure is provided: When submitting a compilation, if notes are not available, you are required to disclose the following. This detailed documentation, including the amount and description, must be included in your Pre-Qualification Application at the time of submission to the Office of Capital Projects and Contract Administration.

- 1. Litigation that may result in a material adjustment to the financial statements.
- 2. Other liabilities or contingencies not recorded in the financial statement.
- 3. Financial commitments not recorded in the financial statements
- 4. Related parties including:
 - Activities between a parent and its subsidiaries.
 - Activities between affiliates of the same parent company.
 - Joint ventures.
 - Relationships between the company and its major owners, management, or their immediate families.
 - Company and employee trusts established & managed by the company, such as a profit sharing / pension plan.

You must disclose the following with respect to these related parties:

- Terms and settlements.
- Nature and substance of relationship.
- Description of the transactions, whether or not dollar amounts are involved.
- Dollar figures for the applicable transactions.
- Balances due from or owed to the related parties at year-end, including payment terms.
- Nature of the control relationship between entities under common ownership or management control.

If the applicant is a Joint Venture, attach the required financial statement for each Joint Venture Partner.
Name and address of firm preparing attached financial statement, and date thereof:
Is the attached financial statement for the identical organization named on page one?
yes no
• If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).parent-subsidiary.)
Will the organization whose financial statement is attached act as guarantor of the contract for construction? yes no If No, please explain.
VII. CONFLICT OF INTEREST
The Applicant shall disclose and identify to the University, with its Application, any relationships which may constitute a potential conflict of interest with Purchasing, Architectural & Engineering Services, Capital Project & Contract Administration or any other University organizations or departments; or any architect, engineer, consultant, or designer of the proposed projects for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, which shall determine whether an impermissible conflict exists.
Applicant has no conflict of interest
Applicant has a potential conflict of interest and herewith has attached a full disclosure of said potential conflict of interest.

□ Copy of Health and Safety Plan
□ Copy of QA/QC/CC Program
□ Copy of your General Liability Certificate
□ Copy of your Automobile Liability Certificate
□ Company Financial Statement (See Page 11 and 12 for Financial Requirements): 2 Copies Only
☐ List of Previous Relevant Experience (Minimum of 5 samples) <u>Attachment A</u>
□ Company Information <u>Attachment B</u>
□ References (Minimum of 5):
□ A Current Status Letter from the State of Connecticut Department of Revenue Services.
□ Attach Explanations for any "Claims or Suits" questions answered "Yes". Identify each response with the corresponding letter assigned to the question being explained.

VIII.

CHECKLIST DOCUMENTATION REQUIRED:

IX. <u>SIGNATURE</u>

The undersigned hereby applies and consents to the terms and conditions for the prequalification to bid. We have attempted to answer all questions in a full and complete manner to assure that our answers are not in any respect misleading either by expressing ourselves in a misleading or ambiguous manner or omitting information. We recognize that the University will be relying on the accuracy of the information and our responses in this questionnaire in deciding whether to permit us to bid and in awarding work to our Company. The completed and signed Prequalification Application and Qualification Form with all required hard documentation and checklists are attached hereto.

Dated at	this	day of Two Thousand and	()
Name of Company:			
Completed by:			
(Must be an Officer	of the Company)		
Title:			
Signature:			
Print:			
		being duly swo	orn deposes and says that
		nd sufficiently complete so as to no	·
Subscribed and swo	orn before me this	Day of	, 20
Notary Public:		My Commission Expires:	





THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

If you have QUESTIONS regarding your wages CALL (860) 263-6790

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. (b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section. (c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project. (d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in

accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE, PROGRAM OR TRAINING

(Applicable to public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into *on or after July 1*, 2009)

- (1) This requirement was created by Public Act No. 08-83, which is codified in Section 31-53b of the Connecticut General Statutes:
- (2) The course, program or training is required for public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into on or after July 1, 2009;
- (3) It is required of private workers (not state or municipal workers) and apprentices who perform the work of a mechanic, laborer or worker pursuant to the classifications of labor under Conn. Gen. Stat. § 31-53 on a public works project as described by Conn. Gen. Stat. § 31-53(g);
- (4) The ten-hour construction safety and health course, program or training pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, a new mining training program approved by the Federal Mine Safety and Health Administration in accordance with 30 C.F. R. 48, or, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Proof of course, program or training completion shall be demonstrated through the presentation of a "completion document" (card, document, certificate or other written record issued by federal OSHA or by the Federal Mine Safety and Health Administration) as defined by Conn. State Agencies Regs. § 31-53b-1(2).
- (8) Any completion document with an issuance date more than 5 years prior to the commencement date of the public works project shall not constitute proof of compliance with § 31-53b;
- (9) For each person who performs the duties of a mechanic, laborer or worker on a public works project, the contractor shall affix a copy of the completion document

- to the certified payroll required to be submitted to the contracting agency for such project on which such worker's name first appears;
- (10) Any mechanic, laborer or worker on a public works project found to be in non-compliance shall be subject to removal from the project if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (11) Any such employee who is determined to be in noncompliance may continue to work on a public works project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (12) The statute provides the minimum standards required for the completion of a construction safety and health course, program or training by employees on public works contracts; any contractor can exceed these minimum requirements.;
- (13) Regulations pertaining to § 31-53b are located at Conn. State Agencies Regs. §31-53b-1 *et seq.*, and are effective May 5, 2009. The regulations are posted on the CTDOL website;
- (14) Any questions regarding this statute or the regulations may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute. Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute. The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- Laborers (Group 4) Mason Tenders operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the *contractor's* responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

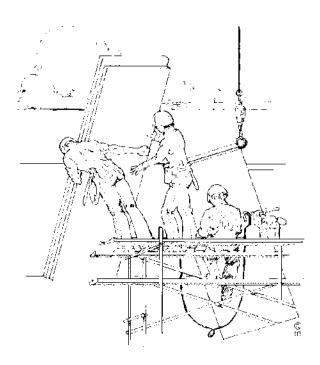
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached "Contracting Agency Certification Form" to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

[∞] Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I,	, acting in my official of	capacity as
	representative	title
for	, located at	
	tracting agency	address
do hereby ce	ertify that the total dollar amount of work to	be done in connection with
	, located at	
proje	ect name and number	address
shall be \$, which includes all work,	regardless of whether such project
consists of o	one or more contracts.	
	CONTRACTOR INFO	RMATION
Name:		
Address:		
Authorized l	Representative:	
Approximate	e Starting Date:	
Approximate	e Completion Date:	
S	Signature	Date
Return To:	Connecticut Department of Labor	
	Wage & Workplace Standards Division	
	Contract Compliance Unit 200 Folly Brook Blvd.	
	Wethersfield, CT 06109	
	,	
Date Issued:		

CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM

Construction Manager at Risk/General Contractor/Prime Contractor

I <u>,</u>		of	
Officer, Owner, Author	orized Rep.	Company Name	
do hereby certify that the			
		Company Name	
_		Street	
_		City	
and all of its subcontractors	will pay all work	ters on the	
	Project Name and	d Number	
	Street and City	7	
the wages as listed in the scattached hereto).	hedule of prevaili	ng rates required for such project (a co	py of which is
		Signed	
Subscribed and sworn to be	fore me this	day of,	·
		Notary Public	_
Return to:	D		
Wage & Wo 200 Folly Br	Department of Lorkplace Standard rook Blvd. d, CT 06109		
Rate Schedule Issued (Da	nte):		

CERTIFIED PAYROLL FORM WWS - CPI

In accordance with <u>Connecticut General Statutes</u>, <u>31-53</u> Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

Note: Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

Note2: Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

Announcement: The Certified Payroll Form WWS-CPI can now be completed on-line!

- <u>Certified Payroll Form WWS-CPI (PDF, 727KB)</u>
- Sample Completed Form (PDF, 101KB)

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Cond Certified Payrolls with a shall be submitted month	stateme	ent of con	npliance			PAYRO	OLL CE	CRTIFIC	CATIO		PUBLIC	C WORKS PI	ROJECTS	_			Wage and 200 Fe			on
CONTRACTOR NAME	AND AI	ODRESS:										SUBCONTRAC	TOR NAME &	ADDRESS		WORKER'S			SURANCE CARRIER	l .
PAYROLL NUMBER	Week-E	Ending	PROJECT NAME & A	ADDRESS												POLICY #				
	Dat	_														EFFECTIVE EXPIRATION				
	APPR		WORK			DA	Y AND DA					BASE HOURLY	TYPE OF	GROSS PAY	TO	OTAL DEDUC			GROSS PAY FOR	
ADDRESS and SECTION	%	FEMALE AND RACE*	CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	S	M 1	T HOURS WO		TH ACH DAY	F	S	Hours Total O/T Hours	RATE TOTAL FRINGE BENEFIT PLAN CASH	FRINGE BENEFITS Per Hour 1 through 6 (see back)	FOR ALL WORK PERFORMED THIS WEEK	FICA	FEDERAL WITH- HOLDING	WITH-	LIST OTHER	THIS PREVAILING RATE JOB	CHECK # AND NET PAY
												\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$							
												\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$							
												\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$							
12/0/2012		*115.55.5	HAEA									\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$							
12/9/2013 WWS-CP1		*IF REQU	JIKED									*SEE REVERSE	SIDE					P	AGE NUMBER	OF

*FRINGE BENEFITS EXPLANATION (P):

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits pr	
_	4) Disability
	5) Vacation, holiday
5) Life insurance	6) Other (please specify)
CERTIFI	IED STATEMENT OF COMPLIANCE
For the week ending date of	
I,	of, (hereafter known as
Employer) in my capacity as	(title) do hereby certify and state:
Section A:	
	roject have been paid the full weekly wages earned by them during eticut General Statutes, section 31-53, as amended. Further, I g:
a) The records submitted are	e true and accurate;
contributions paid or payable defined in Connecticut Gene of wages and the amount of person to any employee well	be each mechanic, laborer or workman and the amount of payment or e on behalf of each such person to any employee welfare fund, as eral Statutes, section 31-53 (h), are not less than the prevailing rate payment or contributions paid or payable on behalf of each such fare fund, as determined by the Labor Commissioner pursuant to eral Statutes, section 31-53 (d), and said wages and benefits are not lso be required by contract;
	lied with all of the provisions in Connecticut General Statutes, 31-54 if applicable for state highway construction);
	ered by a worker's compensation insurance policy for the duration of f of coverage has been provided to the contracting agency;
gift, gratuity, thing of value, indirectly, to any prime cont employee for the purpose of	ceeive kickbacks, which means any money, fee, commission, credit, or compensation of any kind which is provided directly or tractor, prime contractor employee, subcontractor, or subcontractor improperly obtaining or rewarding favorable treatment in attract or in connection with a prime contractor in connection with a rime contractor; and
	at filing a certified payroll which he knows to be false is a class D ver may be fined up to five thousand dollars, imprisoned for up to
- ·	ffix a copy of the construction safety course, program or the certified payroll required to be submitted to the contracting such persons name first appears.
(Signature)	(Title) Submitted on (Date)

Weekly Payroll Certification For Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date:

Contractor or Subcontractor Business Name:

WEEKLY PAYROLL

PERSON/WORKER,	APPR	MALE/	WORK			DAY	AND D	DATE			Total ST	BASE HOURLY	TYPE OF	GROSS PAY	TOTAL DE	EDUCTIONS	S	GROSS PAY FOR	
ADDRESS and SECTION	RATE	FEMALE	CLASSIFICATION	S	M	T	W	TH	F	S	Hours	RATE	FRINGE	FOR ALL WORK	FEDERAL	STATE		THIS PREVAILING	CHECK # AND
	%	AND											BENEFITS	PERFORMED				RATE JOB	NET PAY
		RACE*	Trade License Type									TOTAL FRINGE	Per Hour	THIS WEEK					
			& Number - OSHA		L			<u> </u>				BENEFIT PLAN	1 through 6				OTHER		
			10 Certification Number		НО	URS WO	RKED E	EACH DA	ΛΥ		O/T Hour		(see back)		HOLDING	HOLDING			
													1. \$						
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													5. \$						
												Cash Fringe	6. \$						
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		*IE DEOLI	IDED					L				Cash Fringe	6. \$						

*IF REQUIRED

12/9/2013 WWS-CP2

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER ____OF

OCCUPATIONAL CLASSIFICATION BULLETIN

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

ASBESTOS WORKERS

• Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

ASBESTOS INSULATOR

 Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

BOILERMAKERS

 Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

• BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, TERRAZZO WORKERS, TILE SETTERS

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

• CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation

of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

CLEANING LABORER

o The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

DELIVERY PERSONNEL

- o If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.
- o An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer/tradesman and not a delivery personnel.

ELECTRICIANS

o Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. *License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.

ELEVATOR CONSTRUCTORS

o Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *License required by Connecticut General Statutes: R-1,2,5,6.

FORK LIFT OPERATOR

- Laborers Group 4) Mason Tenders operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
- Power Equipment Operator Group 9 operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

GLAZIERS

o Glazing wood and metal sash, doors, partitions, and 2 story aluminum

storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

IRONWORKERS

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

INSULATOR

o Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

LABORERS

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

PAINTERS

o Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hanging+ for any and all types of building and residential work.

LEAD PAINT REMOVAL

Painter's Rate

- 1. Removal of lead paint from bridges.
- 2. Removal of lead paint as preparation of any surface to be repainted.
- 3. Where removal is on a Demolition project prior to reconstruction.
- Laborer's Rate
 - 1. Removal of lead paint from any surface NOT to be repainted.
 - 2. Where removal is on a *TOTAL* Demolition project only.

PLUMBERS AND PIPEFITTERS

o Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. *License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.

POWER EQUIPMENT OPERATORS

o ates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. *License required, crane operators only, per Connecticut General Statutes.

ROOFERS

o Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

• SHEETMETAL WORKERS

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, facia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal

and composite lockers and shelving, kitchen equipment, and walk-in coolers.

SPRINKLER FITTERS

 Installation, alteration, maintenance and repair of fire protection sprinkler systems. *License required per Connecticut General Statutes: F-1,2,3,4.

TILE MARBLE AND TERRAZZO FINISHERS

• Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

TRUCK DRIVERS

Definitions:

- 1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contact or project;
 - (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;
 - (b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)
- 2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)
- 3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)
- 4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such

time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects

- Truck drivers **are covered** for payroll purposes under the following conditions:
 - Truck Drivers for time spent working on the site of the work.
 - Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus
 - Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
 - Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while" engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

- Truck Drivers **are not** covered in the following instances:
 - Material delivery truck drivers while off "the site of the work"
 - Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
 - Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

• Material men and deliverymen are not covered under

prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.

- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

Public Contract Compliance Unit Wage and Workplace Standards Division Connecticut Department of Labor 200 Folly Brook Blvd, Wethersfield, CT 06109 (860) 263-6543

Connecticut Department of Labor Wage and Workplace Standards Division FOOTNOTES

Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

- Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.
- If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons (Building Construction) and (Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

The following document is the AIA 101 – Standard Form of Agreement Between Owner and Contractor as modified by the University of Connecticut.

Modification Date: March 27, 2015

AGREEMENT made as of the day of in the year (In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

University of Connecticut
Capital Project & Contract Administration
3 North Hillside Road, Unit 6047
Storrs, Connecticut 06269

and the Contractor:
(Name, address and other information)

for the following Project: (Name, location and description)

The Architect:
(Name, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

User Notes:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, as amended, the AIA A201-2007 General Conditions, as amended. Drawings, Specifications, Bid Clarifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The Contractor shall furnish and install all materials, labor and equipment required to provide ****** as set forth in the Contract Documents enumerated in Article 9.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Paragraphs deleted)

Date of Commencement shall be fixed in the Notice to Proceed.

- § 3.2 The Contract Time shall be measured from the date of commencement.
- § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

 (Paragraph deleted)

(Row deleted)

User Notes:

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Paragraphs deleted)

ARTICLE 4 CONTRACT SUM

- § 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.
- § 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents, and are hereby accepted by the Owner. The Contract Sum is the amount set forth in Section 4.1 and includes the amounts for the following alternates, if any, accepted by the Owner.

Alternate prices which reflect the work of the bid package under which this bid proposal was submitted shall remain valid for the life of the project, unless otherwise noted in the Contract Documents and include all costs for a complete installation. All pricing is inclusive of all costs of wages, applicable taxes, benefits, applicable insurance, overhead and profit. Alternate prices are good for both adds and deducts.

§ 4.3 Unit prices, if any are as follows:

All rates are inclusive of all costs of wages, applicable taxes, benefits, applicable insurance, overhead and profit. The rates provided will be negotiated and included as part of a subcontract. The Unit Prices herein shall remain valid for the life of the project and include all costs for a complete installation. Unit prices are good for both adds and deducts.

Item

Units and Limitations

Price Per Unit (\$ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any: (Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- § 5.1.3 The Owner shall make payments to the Contractor on each Application of Payment within 45 days of the Owner Representative's receipt of a properly submitted, correct and accepted Application, in accordance with the provisions of the AIA A201-2007 General Conditions, Article 9, as amended. The "Owner Representative" shall be as defined in AIA A201-2007 Paragraph 2.1.1.1.
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

User Notes:

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- § 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Seven and One Half Percent (7.5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201TM-2007, General Conditions of the Contract for Construction;
 - Add that portion of the Contract Sum properly allocable to materials and equipment delivered and .2 suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Seven and One Half Percent (7.5%);
 - In addition, if the State Commission on Human Rights and Opportunities ("CHRO") authorizes the award or execution of this contract in advance of CHRO's approval of the Affirmative Action Plan required to be submitted by the Contractor pursuant to Connecticut General Statutes Section 46a-68d, the Owner will withhold an additional two percent (2%) of the total contract price per month from any payment made to such Contractor, until such time as the Contractor has received approval from CHRO of the Affirmative Action Plan. Moreover, if CHRO determines through its complaint procedure and the hearing process provided in Connecticut General Statutes Section 46a-56(c) that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Connecticut General Statutes Section 4a-60 or 4a-60(a) or the provisions of Connecticut General Statutes Section 46a-68c to 46a-68f, inclusive, and if so ordered by the presiding officer after such hearing and upon a finding of noncompliance, the University shall retain two percent (2%) of the total contract price per month on the contract with the Contractor.
 - Subtract the aggregate of previous payments made by the Owner; and
 - Subtract amounts, if any, for which the Owner Representative has withheld or nullified a Certificate .5 for Payment as provided in Section 9.5 of AIA Document A201-2007.
- § 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:
 - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner Representative shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
 - Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.
- § 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

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§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct .1 Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
 - a final Certificate for Payment has been issued by the Architect. .2

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, subject to the provisions of the AIA A201-2007 General Conditions, Article 9, as amended.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The University Master Planner and Chief Architect for Planning Architectural & Engineering Services for the Owner and in the case of a project for the UCONN Health ("UCH"), its Associate Vice President for Facilities Development & Operations will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 BINDING DISPUTE RESOLUTION

(Paragraphs deleted) NOT USED.

TERMINATION OR SUSPENSION ARTICLE 7

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2

(Paragraphs deleted) NOT USED.

§ 8.3

(Paragraphs deleted) NOT USED.

§ 8.4

(Paragraphs deleted) NOT USED.

(Paragraph deleted)

§ 8.5The Contractor's representative shall not be changed without ten days written notice to the Owner.

§ 8.6 Other provisions:

The Contractor is hereby specifically cautioned that unless specifically authorized, in writing, by the University's Executive Vice President for Administration and Chief Financial Officer, or in the case of UCH its Chief Administrative Officer, on a case by case basis, the Contractor shall have no right to use, and shall not use, in any manner, the name of the University of Connecticut, its officials or employees, or the Seal of the University:

(a) in any advertising, publicity, promotion, nor;

(b) to express or to imply any endorsement of Contractor's work product or services.

§8.7 ETHICS AND COMPLIANCE

In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service - 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax

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User Notes:

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860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

§ 8.8 JOINT VENTURE

§ 8.8.1 If the Contractor is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the Owner for the performance of any and all obligations of the Contractor encompassed by this contract or as required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the Owner for any failures to perform such obligations in accordance with the contract or applicable law. In its dealings with the Owner, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.
- § 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.
- § 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, as amended and attached hereto.

建设,还是是是有一个企业 是是有一个工程的。	
9.1.3 NOT USED.	§ 9
able deleted)	(Ta
9.1.4 The Specifications are those contained in the Project Manual dated and are as follows:	§ 9
	7
Table of Contents – Exhibit A	
able deleted)	(Ta
9.1.5 The Drawings are dated and are as follows:	§ 9
List of Drawings – Exhibit B	
able deleted)	

Number

Date

Pages

Portions of Bid Clarifications or Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are as follows:

The Invitation to Bid dated Notice and Instructions to Bidders Contractor's Proposal Form dated (Paragraph deleted)

Contractor's Schedule of Labor Rates approved by the Owner attached as Exhibit D

§ 9.1.6 The Bid Clarifications or Addenda, Exhibit C, if any, are as follows:

Contractor's Critical Path Method ("CPM") Schedule approved by the Owner attached as Exhibit E

Project Manual dated

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Owner's Contractor Environmental, Health & Safety Manual

Payment and Performance Bonds (attached hereto)

INSURANCE AND BONDS ARTICLE 10

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

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This Agreement is entered into as of the day and year first written above and is executed in at least three originals, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)	CONTRACTOR (Signature)	
Executive VP for Administration & CFO		
Duly Authorized: CGS §§ 10a-109d; 10a-109n (Printed name and title)	(Printed name and title)	
Date:	Date:	
Paragraphs deleted)		
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General Conditions of the Contract for Construction

The following document is the AIA A201 - General Conditions of the Contract for Construction as modified by the Owner.

Modification Date: June 30, 2015

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name and address) University of Connecticut Capital Project & Contract Administration 3 North Hillside Road, Unit 6047 Storrs, Connecticut 06269

THE CONTRACTOR:

(Name and address)

THE ARCHITECT:

(Name and address)

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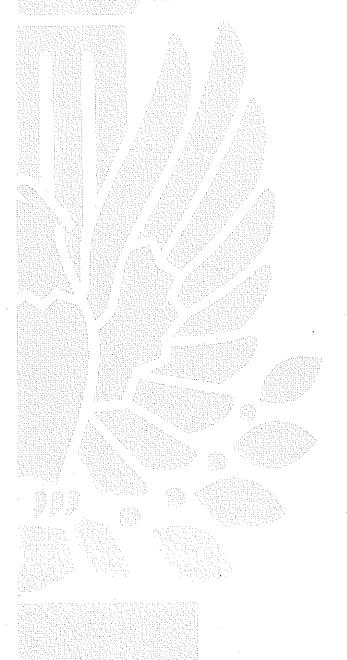
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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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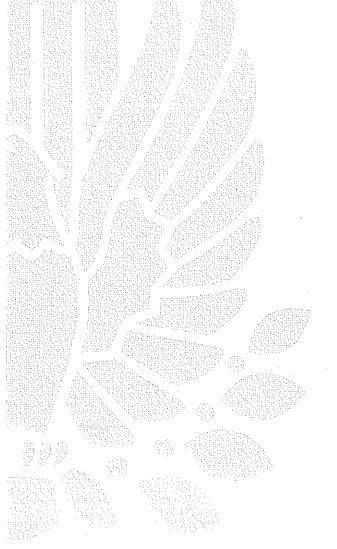
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of these General Conditions, as amended, the AIA A101-2007, as amended, Drawings, Specifications, Bid Clarifications and/or Addenda issued prior to execution of this Contract, other documents listed in this Contract and Modifications issued after execution of this Contract, all of which form the Contract, and are as fully a part of the Contract as if attached to this Contract or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears in Article 9 of the AIA A101-2007. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a written order for a minor change in the Work issued by the Architect.

- § 1.1.1 Whenever the words, "directed", "required", "ordered", "designated", prescribed", or words of like import are used, it shall be understood that the direction", "requirement", "order", "designation", or "prescription" of the Owner Representative is intended and similarly the words "approved", "acceptable", satisfactory", or words of like import shall mean, "approved by", or "acceptable to", or "satisfactory to" the Owner Representative unless otherwise expressly state. The "Owner Representative" shall be as defined in the AIA A201-2007 Section 2.1.1.1.
- § 1.1.1.2 Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the Contract Documents accompanying this Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is, "furnished and installed".
- § 1.1.3 All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vise versa. Title of Articles and Sections are for convenience only, and neither limit or amplify the provisions of this Contract in itself. The use herein of the word "including", when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation", or "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project, whether on or off the site of the Project, and including all labor, materials, equipment and services provided or to be provided by subcontractors, sub-subcontractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

expires on 05/23/2016, and is not for resale.

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

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§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

(Paragraphs deleted)

§ 1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work, which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.8 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.9 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the AIA A101-2007 Contract Section 6.1to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Contract under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

- § 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- § 1.2.1.1 In the event of inconsistencies within or between parts of the Contract Documents or between the Contract documents and applicable standards, codes, and ordinances, the Contractor shall: 1) provide the better quality or greater quantity of work, or 2) comply with the more stringent requirement; either or both in accordance with the Owner Representative's interpretation. The terms and conditions of this Section 1.2.1 however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2 and 3.7.
- § 1.2.1.1.1 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the project site and shall be responsible for the correctness of such measurements. Any difference which may be found shall be submitted to the Architect for resolution before proceeding with the Work.
- § 1.2.1.1.2 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure for approval by the Architect before making the change.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- § 1.2.4 In performing its obligations under this contract, the Contractor shall comply with all applicable statutes, laws, ordinances, regulations, codes, rules or orders of, or issued by any governmental body having jurisdiction over the Work, location of the Work, or the Contract.
- § 1.25 If any item, material, product or equipment is found to be specified in more than one Division Section or Article of the Specifications, the Contractor shall be responsible for determining which subcontractor or supplier shall provide the item.
- § 1.2.5.1 When applied to materials and equipment, the words "furnish", "install", and "provide" shall mean the following:

The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean and otherwise make materials and equipment fit for their intended use, as specified in Section 3.5 of the General Conditions.

The word "furnish" shall mean to secure, pay for, deliver to site, unload, uncrate and store materials.

The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit for use, and perform all services specified in General Conditions Section 3.5 except those included under the definition of the word "furnish" above.

The phrase "furnish and install" shall be equivalent to the word "provide".

§ 1.2.5.2 The phrase "match existing" shall mean the following:

Where Contract Documents call for exact matching, match existing work exactly in quality and appearance.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 EXECUTION OF CONTRACT

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

(Paragraphs deleted)

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 For the purposes of this Contract only, the Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors. The Owner will retain all common law, statutory and other reserved rights, including copyrights unless the Contract between the Owner and Architect provides otherwise. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' rights.

§ 1.7 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Contract or the Contract Documents.

§ 1.8 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

§ 1.8.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 2 OWNER

§ 2.1 GENERAL

- § 2.1.1 The Owner is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. Except as otherwise provided in Section 4.2.1, the Architect does not have any authority to act on behalf of the Owner. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.1.1 A staff member of the Owner shall be designated as the "Owner Representative". All contact and communication with the Owner shall be through the Owner Representative, or his or her designee. The Owner, on certain projects, may also retain the services of an outside Construction Administrator, who may be authorized to exercise certain contractual powers of the Owner Representative and/or the Architect. Should this occur, the Contractor will be advised in writing, as appropriate, of the scope and nature of this Construction Administrator's role pursuant to these Contract Documents.
- § 2.1.2 NOT USED.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- § 2.2.1 NOT USED.
- § 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall exercise proper precautions relating to the safe performance of the Work. Contractor shall review all such information and notify the Owner of any inaccuracies within twenty (20) days of its receipt.
- § 2.2.3.1 Data concerning site, size, access to site, staging and storing, present obstructions on or near the site, conditions of existing adjacent structures, locations and depths of sewers, conduits or pipes, gas lines, position of sidewalks, curbs and pavements, and other data concerning site conditions, has been obtained from sources Owner believes reliable. Accuracy of such data, however, is not guaranteed and is furnished solely for accommodation of Contractor. Use of such data is made at Contractor's sole risk and expense.
- § 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.2.5 The Contractor shall purchase such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the

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Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. This right shall be in addition to and not in restriction or derogation of the Owner's rights under Article 14 hereof.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after such seven (7) day period give the Contractor a second written notice to correct such deficiencies within a three (3) day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§2.5 EXTENT OF OWNER RIGHTS

§2.5.1 The rights stated in Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law or (3) in equity.

§2.5.2 In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative. The Contractor shall not replace the Contractor's representative without the prior written consent of the Owner.

- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.
- § 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute the Contract Documents, which representations and warranties shall survived the execution and delivery of the Contract Documents and the final completion of the Work;
 - (a) That it is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
 - (b) That it, through its Subcontractors or otherwise, is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
 - (c) That it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
 - (d) That its execution of the Contract Documents and its performance thereof have been duly authorized by all necessary corporate action; and

(e) That its duly authorized representative has visited the site of the Work, familiarized himself with the local conditions under which the Work is to be performed and correlated his observations with the requirements of the Contract Documents.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor and all Subcontractor tiers have visited the site, become familiar with all existing conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- § 3.2.2 The Contractor and all Subcontractors shall visit the Project site and become acquainted with all existing conditions and conduct all tests, examinations or inspections including, but not necessarily limited to any subsurface investigations they deem necessary or as required by law, at their sole expense, to satisfy themselves as to existing conditions on the site, including sub-surface conditions. No such tests, examinations or inspections shall be conducted without the Owner's prior written approval and the Owner shall approve of any engineer or consultant engaged to perform such test, examination or inspection.
- § 3.2.3 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner Representative any errors, inconsistencies or omissions discovered or which should have been discovered by or made known to the Contractor as a request for information in such form as the Architect and Owner Representative may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. After reporting to the Architect any error, inconsistency, or omission which the Contractor may discover in the Contract Documents, the Contractor is not to proceed with any work so affected without the Architect's written response and or clarifications and, if required, Owner approval of Contract adjustments.
- § 3.2.4 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect and Owner Representative any nonconformity discovered, or which should have been discovered, by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.5 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless the Contractor recognized, or should have recognized, such error, inconsistency, omission or difference and knowingly failed to report it to the Architect and Owner Representative immediately.
- § 3.2.6 No compensation will be allowed by reason of any difficulties which the Contractor could have discovered or reasonably anticipated, prior to execution of the Contract by visiting the project site and observing existing conditions and/or comparing these to the Contract Documents at the time of shop drawings and/or submittals.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract

Documents give other specific instructions concerning these matters. The Contractor shall schedule and perform the Work so as not to interfere with any other related work being performed by the Owner in or about the Project site. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

- § 3.3.2 The Contractor shall be responsible to the Owner for any damages, losses, costs and expenses resulting from the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- § 3.3.4 The Contractor shall send its qualified representative to periodic progress meetings held at such time and at such place as Architect or the Owner shall designate in accordance with the Contract Documents.

§ 3.4 LABOR AND MATERIALS

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
- § 3.4.2.1 In connection with any requests for substitutions, the Contractor:
 - 1 represents that the Contractor and Subcontractor or any applicable tier have personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - .2 represents that the Contractor and proposed manufacturer will provide the same or superior warranty coverage for the substitution that the Contractor would for that specified;
 - 3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent;
 - .4 shall coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects;
 - .5 shall make requests for substitutions within fifteen (15) days after Contract award or at the preconstruction meeting; and
 - .6 shall reimburse and compensate the Owner for any costs incurred in connection with, and/or the value of, any services performed by the Architect and/or the Owner Representative associated with addressing the request for substitution.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.
- § 3.4.3.1 The Contractor shall neither permit nor suffer the use of offensive language on or about the Work embraced in this Contract.
- § 3.4.3.2 The Contractor shall neither permit nor suffer lewd conduct on or about the Work embraced in this Contract.

- § 3.4.3.3 All of Owner's buildings are smoke-free buildings. Additionally, the Contractor shall not permit outdoor smoking, where it creates a hazard, nor the introduction or use of drugs, spirituous or intoxicating liquors, on or about the Owner's property.
- § 3.4.3.4 The Contractor shall be fully responsible to the Owner for the acts of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts of persons directly employed by him.
- § 3.4.3.5 The Contractor shall familiarize himself and act in compliance with the current "President's Policy on Harassment" including its provisions prohibiting sexual harassment.
- § 3.4.3.6 The Contractor is hereby specifically cautioned that unless specifically authorized in writing by the Owner's Executive Vice President for Administration and Chief Financial Officer or in the case of a UConn Health project, the Chief Administrative Officer, on a case by case basis, the Contractor shall have no right to use and shall not use, in any manner, the name of the Owner, its officials or employees, or the Seal of the Owner: (a) in any advertising, publicity, promotion; nor (b) to express or to imply any endorsement of Contractor's work product or services.
- § 3.4.4 Directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment, and operation of their materials or equipment shall be complied with, but the Contractor shall nonetheless have the responsibility of determining whether such directions, specifications, and recommendations may safely and suitably be employed in the Work, and of notifying the Architect in advance in writing of any deviation or modification necessary for installation safety or proper operation of the item.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Owner is a tax-exempt institution. The Contractor shall be familiar with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the Contract Sum, or any Application for Payment, or request for Change Order or other compensation. A Sales Tax Certificate is available from the Owner's Purchasing Department upon written request.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 If any governmental body having jurisdiction over the Work requires licenses or registrations for the performance of the Work, or any part thereof, the Contractor shall hold such valid licenses or registrations as may be

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required by law to prosecute the Work to completion. If any part of the Work for which such a license or registration is required to be performed by Subcontractors of any tier, the Contractor shall ensure that any such Subcontractor holds such valid licenses or registrations as may be required by law to prosecute said Work to completion.

§ 3.7.5 Concealed or Unknown Conditions. See Section 15.1.8.

§ 3.7.6 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances, except when installation is specified as part of the allowance in Division 1 Specifications; and

whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2, except when installation is specified as part of the allowance in the General Requirements (Division 1 of the Specifications).

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT AND PROJECT MANAGER

§ 3.9.1 The Contractor shall employ a competent full time superintendent(s) and necessary assistants who shall be in attendance at the Project site during performance of the Work for the duration of the entire Project. The superintendent shall be satisfactory to the Owner and the Contractor shall not replace the superintendent without the prior written consent of the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 If not already identified as part of the Owner's pre-qualification process, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner's Representative and Architect the name, qualifications and references of the proposed superintendent(s).

§ 3.9.3 The superintendent(s) shall be satisfactory to the Owner and the Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. If for any reason the superintendent(s) is unsatisfactory, upon request of Owner, other qualified representatives shall be substituted. The Contractor shall not change the superintendent without the Owner's written consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Contractor shall employ a competent project manager and necessary assistants who shall be in attendance at the Project site during performance of the Work for the duration of the entire Project. The project manager shall be satisfactory to the Owner and the Contractor shall not replace the project manager without the prior written consent of the Owner. The project manager shall represent the Contractor, and communications given to

the project manager shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

- § 3.9.5 If not already identified as part of the Owner's pre-qualification process, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name, qualifications and references of the proposed project manager.
- § 3.9.6 The project manager—shall be satisfactory to the Owner and the Contractor shall not employ a proposed project manager to whom the Owner or Architect has made reasonable and timely objection. If for any reason the project manager is unsatisfactory, upon request of Owner, other qualified representatives shall be substituted. The Contractor shall not replace the project manager without the prior written consent of the Owner.
- § 3.9.7 Additional key personnel may be required for this project. The Contractor shall provide additional personnel as required to ensure proper project coordination.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

- § 3.10.1 The Contractor, within ten (10) days of the date reflected on the Letter of Intent to Award, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall be in such format, and contain such information as the Owner may request or outlined in Division 1 of the Specifications. The schedule shall not exceed time limits current under the Contract Documents, shall, with the prior review and approval of the Owner and Architect, be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- § 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for simultaneous review and approval by the Owner and Architect. The Owner and Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Bid Clarifications and/or Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1.1 In addition, the Contractor shall indicate on the drawings, as best as possible, all new and existing pipe and conduit runs which are concealed in the floor slabs, walls, ceilings, etc. The Contractor shall indicate on the drawing the electrical distribution panel and circuit number supplying each item installed or reconnected, with diagrammatic lines showing sequence of connections. All changes shall be identified and circled on the Architect's and Engineer's drawings at the time they occur for each such field change.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- § 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

- § 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect or Engineer without action. Such action will not be grounds for time extension to the Contract.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect and the Owner Representative in writing of such deviation at the time of submittal and (1) the Owner Representative has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for

conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract

§ 3.12.11 See Specifications for additional information on Shop Drawings.

§ 3.13 USE OF SITE

- § 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.
- § 3.13.2 Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive use of the premises where the Work is to be performed.
- § 3.13.3 The Work in this Contract should not interfere with normal, continuous and safe operation of the buildings and site. If interference appears possible because of new connections to existing work or other reasons, the Work involved must be done at a time and in a manner approved by the Owner Representative as a part of the Contract.
- § 3.13.4 The Contractor shall comply with the following procedures when working in occupied areas including classrooms, hallways, and office spaces:
- § 3.13.4.1 Notification: The Contractor shall notify the Owner Representative and the Building Safety Committee Representative two (2) days prior to commencing work in occupied office, classroom and other areas. This notification shall include detailed description of proposed work.
- § 3.13.4.2 Overhead Work: There shall be no overhead work, (e.g. demolition, HVAC ductwork, and/or electrical) performed directly over occupied spaces.
- § 3.13.5 The Contractor shall produce a site mobilization plan for the Owner Representative's review and approval before beginning operations on site. This document shall be updated and submitted monthly. No deviations will be allowed without the prior approval of the Owner.

§ 3.14 CUTTING AND PATCHING

- § 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.
- § 3.14.3 Written permission shall be obtained from the Architect/Engineer before cutting beams, arches, lintels or other structural members.
- § 3.14.4 See Specifications for additional information on Cutting and Patching.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall clean and/or remove all stains, spots, marks, blemishes, foreign matter and dirt from surfaces of the Work and from other surfaces not a part of the Work but where such conditions resulted from the Contractor's operations from and about the Project.

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§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect. In the event of legal action arising out of such infringement for which the Contractor is responsible and which action has the effect of stopping the Work, the Owner may require the Contractor to substitute other products of like kind as will make it possible to pursue and complete the Work. Costs and expenses caused thereby shall be borne by the Contractor.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent causedby the willful, wanton or negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18. Nothing in this Section shall be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of any such indemnified party, or such party's agents or employees.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§3.18.3 The Contractor further agrees to obtain and maintain at it expense such general liability insurance coverage as will insure the provisions of this Section and other contractual indemnity obligations assumed by the Contractor in this Contract.

§ 3.18.4 The Contractor shall defend, indemnify and hold harmless the Owner, the Architect, and the Architect's consultants and their agents and employees from and against all claims, damages, losses, including, but not limited to, attorneys fees, arising out of or resulting from any type of pollution and/or environmental impairment into or upon the land, the atmosphere, or any course or body of water that is above or below ground, which is caused by any negligent or willful or wanton act or omission of the Contractor, subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor shall further indemnify and hold harmless the Owner, the Architect, and the Architect's consultants, and the agents and employees of any of them, as set out above for any acts that are outside of the contract specifications, and without the supervision or direction of the Owner, its Architects and Engineers; additionally this same indemnification shall apply to the misuse or malfunction of any equipment rented, owned, or leased by the Contractor, subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable. Nothing in this Section shall be construed as obligating the Contractor to indemnify or hold harmless any of the parties indemnified

hereunder against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of any such indemnified party, or such party's agents or employees.

The Owner assumes no responsibility or liability from loss or damage to the Contractor's equipment, materials, or supplies.

ARTICLE 4 **ARCHITECT**

§ 4.1 GENERAL

- § 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.
- § 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.
- § 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

- § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.
- § 4.2.2.1 Where it is stated in the Contract Documents that the Contractor shall pay for or reimburse the Owner for services of the Architect, such payment shall be at a rate of two and one half (2.5) times the Architect's Direct Personnel Expense plus any expenses incurred in providing such services. Direct Personnel Expense is defined as the direct salaries of the architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contribution and benefits.
- § 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Owner Representative has authority to reject Work that does not conform to the Contract Documents. Whenever the Owner Representative considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner Representative will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. The Architect shall advise and assist the Owner Representative in performing any of the functions set forth in this Section.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Owner Representative or the Architect will prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work as provided in Section 7.4..
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10. The undertaking of any inspections by the Architect is not to be construed as supervision of actual construction, nor to make the Architect responsible for providing a safe place for the performance of work by the Contractor of the Contractor's employees, or those of suppliers of subcontractors for access, visits, work, travel, or occupancy by any person.

§ 4.2.10 NOT USED.

- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until fifteen (15) days after written request is made for them.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The decisions of the Owner Representative, with the advice and consultation of the Architect on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

- § 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- § 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- § 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable from the date of the Letter of Intent to Award, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within fourteen (14) days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection. The Contractor shall submit the list of the subcontractors along with their CT registration number and FEIN or social security number if no FEIN number is available, within ten (10) days of the Letter of Intent to Award.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.2.1 The Contractor shall not contract with a person or entity who appears on the State of Connecticut Debarment List, the Federal Davis Bacon Act Debarment List, both of which are available through:

http://www.ctdol.state.ct.us/

or the Federal List of Excluded Parties Listing System available through http://epls.arnet.gov/

or who is party to a legal dispute with the State of Connecticut.

- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work and is not ineligible to be contracted with in accordance with Section 5.2.2.1, the Contract Sum and/or Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity (including those who are to furnish materials or equipment fabricated to a special design) previously selected if the Owner or Architect makes reasonable objection to such substitution.
- § 5.2.5 As set forth more fully in the Notice and Instructions to Proposers, if the value of the masonry, electrical, mechanical (other than HVAC) and HVAC work each exceeds \$25,000, the Contractor may be required to list the names and prices of Subcontractors for masonry, electrical, mechanical other than HVAC, and HVAC work, as well as other Subcontractors or as may be required by the Bid Documents. Substitution of a Subcontractor for one named in the Bid Document, or substitution of a Subcontractor for any designated sub trade work bid to be performed by the Contractor's own forces, shall not be permitted, except for good cause. The term "good cause" includes but is not limited to a Subcontractor's or where appropriate, Contractor's: (1) death or physical disability, if the listed Subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability

to furnish any performance and payment bonds shown on the Proposal Form; (5) inability to obtain, or loss of, a license necessary for the performance of a particular category of work; (6) failure or inability to comply with a requirement of law applicable to Contractors, Subcontractors, or construction, alteration, or repair projects; and (7) failure to perform its agreement to execute a Subcontract, as set forth in the Bid Documents.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.2 Any Subcontract must be in the form as provided by the Owner in accordance with Section 4b-96 of the Connecticut General Statutes. Supplements or other forms of Subcontracts are permitted as long as all the basic elements of the Connecticut General Statutes Section 4b-96 form are covered. In the event of any conflict or inconsistency between the Connecticut General Statutes Section 4b-96 Subcontract form as provided by the Owner and the Contractor's standard Subcontract form, the provisions of the Connecticut General Statutes Section 4b-96 Subcontract form used will be attached as a supplement to the Connecticut General Statutes Section 4b-96 Subcontract form as provided by the Owner.

Within five days after being notified of an award of a general contract by the Owner or, in the case of an approval of a substitute Subcontractor by the Owner, within five days after being notified of such approval, the Contractor shall present to each listed and approved Subcontractor, or approved Substitute Subcontractor, which will be performing masonry, electrical, mechanical other than HVAC, or HVAC work, or which will be performing other subcontract work which the Owner has designated in the Bid Documents as applicable to the following requirements:

- A Subcontract in the form as described above.
- 2. A notice of the time limit under this section for executing a Subcontract.

If such Subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded after presentation of a Subcontract by the Contractor to execute a Subcontract in the form hereinafter set forth, the Contractor shall propose another Subcontractor for the Owner's consideration and approval. When seeking approval for a substitute Subcontractor, the Contractor shall provide the Owner with all documents showing (A) the Contractor's proper presentation of a Subcontract to the listed Subcontractor and (B) communications to or from such Subcontractor after such presentation. The Owner shall adjust the Contract Price to reflect the difference between the amount of the price of the new Subcontractor and the amount of the price of the prior Subcontractor if the new Subcontractor's price is lower and may adjust such Contract Price if the new Subcontractor's price is higher. The Contractor shall, with respect to each such Subcontractor or approved substitute Subcontractor, file with the Owner a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a Subcontract to such Subcontractor.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

- § 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
 - .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Contractor agrees to execute any and all other documents reasonably required to effect the assignment.

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.
- § 5.5 The Contractor shall promptly advise the Owner in writing of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Subcontractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- § 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules and construction requirements. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement between the Owner and Contractor. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

- § 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable. If any part of a Contractor's work depends on proper and timely execution or relies upon the interphasing or coordinating of the work of any other separate Contractor, or the Owner, the Contractor shall allow for this interrelationship in the planning and performance of his work, without interference to any other contractor.

- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.
- § 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Owner Representative will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. All changes to the Work shall be approved by the Owner Representative. Except as permitted in Section 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alterations or additions to the Work, whether or not there is, in fact, any unjust enrichment shall be the basis for any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided for the Contract Documents.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

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- § 7.2.1 A Change Order is a written instrument prepared by the Owner or Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:
 - .1 The change in the Work;
 - .2 The amount of the adjustment, if any, in the Contract Sum; and
 - .3 The extent of the adjustment, if any, in the Contract Time.

There shall be no extension in the Contract time unless the Contractor can effectively demonstrate that the Work delayed is on the critical path of the Project Schedule in accordance with Section 8.3.

The signature of the Architect signifies that he has reviewed the change proposed, with accompanied breakdowns and subcontractors change proposals for appropriate quantities and unit costs and recommends the change. However, if the Contractor and the Owner Representative have signed the change order, the Architect's signature is not necessary in order for the Change Order to constitute a modification to the Contract which binds the Owner and the Contractor.

§ 7.2.2 CHANGE ORDER COST COMPONENTS

The contractor's proposal for a change in the Work shall be itemized completely, submitted in a detailed format acceptable to the Owner and shall include the following itemized cost components, as appropriate:

§ 7.2.2.1 Engineered Equipment and Materials:

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Engineered Equipment shall be defined as equipment specified by the contract from a single manufacturer.

Material (bulk materials) shall be defined as permanent construction materials that become part of the completed installation Engineered Equipment and Material costs shall be considered all-inclusive of the purchase cost of the equipment including all freight costs, purchasing services, expediting, and inspections and shall be substantiated by manufacturer quotes subject to review and approval by the Owner's representative, with the advice of the Architect.

§ 7.2.2.2 Direct Field Labor Hours:

Direct labor work hours for change orders shall be itemized indicating the estimated direct labor to be expended in the actual installation of equipment and materials that will become a permanent part of the finished project. The quantity of hours shall be based upon the contractor's estimate to complete the work based upon actual field conditions subject to review and approval by the Owner's representative, with the advice of the Architect.

§ 7.2.2.3 Direct Field Labor Costs:

Direct field labor costs are defined as cost of the direct labor estimated in the actual installation of equipment and materials that will become a permanent part of the finished project. Direct field labor may include hourly labor classifications for foremen, journeymen, apprentices, laborers, etc. Direct field labor costs may include e contractor's direct labor payroll costs including social security, unemployment (federal and state), workers' compensation insurance, fringe benefits, and any other identified costs directly related to direct labor subject to review and approval by the Owner's representative, with the advice of the Architect.

The contractor's direct labor rates as outlined above are to be substantiated by a detailed direct labor cost breakdown with associated back-up support in a form acceptable to the Owner.

If the project is subject to prevailing wage rates, no wage above the prevailing rate shall be allowed unless such rate is substantiated by documentation of actual wages paid in the proposed amount or subject to labor rates submitted and accepted by the Owner as part of the contract documents.

§ 7.2.2.4 Construction Equipment and Tool Rental:

Contractor owned or rented equipment and major tools costs are allowed as part of the cost of a Change Order if it is demonstrated to the Owners satisfaction that such costs are valid and related to the change in work. Major tools shall be defined as non-hand held tools. Pricing rates for equipment and major tools shall be acceptable if agreed to by the Owner. In such cases, equipment costs shall be submitted for review and approval by the Owner, with the advice of the Architect. Changes that require specialized equipment not already on site shall have costs shown separately and shall include justification.

§ 7.2.2.5 Field Overheads (Indirects):

Field overhead (indirect) labor shall include field (onsite) supervision (superintendent, general foremen, field engineers)

Field overhead (Indirects) are allowed as part of a cost of a Change Order if it is demonstrated to the Owners satisfaction that such costs are valid and related to the change in work. In such cases additional costs of supervision and directly attributable to the change based on supporting data additional shall be submitted for review and approval by the Owner, with the advice of the Architect. The hourly rate for such personnel shall be based upon rates submitted to and approved by the Owner with the advice of the Architect. Changes that require specialized personnel or additional staff shall have costs shown separately and shall include justification.

Field Facilities shall include the following classifications, as applicable:

- 1. Temporary offices (office furniture, copiers, computers, printers, other office equipment and supplies)
- 2. Temporary material storage (storage vans and containers, warehouse rental)
- 3. Utilities (electricity, phones, data lines, restroom facilities)

Field Facilities costs are not allowed as part of the costs of a Change Order except in the event that a change involving an adjustment in contract time is submitted and approved in accordance with Section 8.3 or for changes that do not impact the critical path, it is demonstrated to the Owners satisfaction that such incremental costs are valid and related to the change in work. In such cases, Field Facilities costs shall be submitted for review and approval by the Owner, with the advice of the Architect.

§ 7.2.2.6 As noted in Section 3.6, the Owner is a tax exempt institution. The tax on materials or supplies exempted by the current regulations of the Department of Revenue Services shall not be included as a cost component of any Change Order or Change Order request/proposal.

§ 7.2.2.7 Subcontractors:

Subcontractors shall adhere to the same contract requirements and shall utilize change order pricing methodology that is consistent with the general contractor's contractual agreement with the owner. Include detailed Subcontractor cost proposals as backup to all subcontractor pricing.

§ 7.2.2.8 General and Administrative Overhead (Home Office) Costs and Profit (Overhead and Profit): Overhead and Profit shall be applied as a percentage to the total cost of the change and shall include:

All home office expenses;

2. Safety related items, including safety equipment, safety administration, and all related costs associated with the contractor's safety program;

3. Small tools, which are defined as construction tools with a value of up to \$500;

- Consumable materials, which are normally used in the execution of the work and as may be further defined in the general conditions section of the specifications;
- 5. Indirect costs as related to field administrative personnel (project manager, field safety supervisor, planners, estimators, office manager, secretarial services, document control);

6. Indirect costs as related to support staff;

- 7. Commercial General, Automobile, Umbrella, Aircraft and Contractor's Pollution Liability Insurance as described in Section 11.1.2;
- 8. Parking;
- 9. Safety;

10. Commissioning Requirements;

11. Such other items as are commonly considered part of home office overhead;

12. Company vehicles, gas, mileage and travel time;

13. Union-related contributions, fees, expenses and costs;

14. Any training; and

15. Licenses.

§ 7.2.2.9 The determination of overhead and profit allowance for a contract change shall be based on the total direct cost of the work including material, labor, and equipment cost, as appropriate, utilizing the Contractor/Subcontractor Combined Overhead and Profit Markup Table as follows:

Contractor/Subcontractor Combined Overhead and Profit Markup Table	2:
Contractor markup on self performed work	15%
Contractor markup on subcontractor work.	5%
Subcontractor markup on self performed work.	15%
Subcontractor markup on first tier sub-subcontractor work.	5%
Sub-subcontractor markup on self performed work.	10%
Subcontractor markup on Sub-subcontractor subtier work	0%
Sub-subcontractor markup on subtier work.	0%

- § 7.2.2.10 Upon computing of the direct costs and applying the Section 7.2.2.9 mark ups to the direct costs on a compounded basis, the aggregate allowance for overhead and profit on any contract change shall not exceed twenty percent (20%).
- § 7.2.2.11 Overtime, when specifically authorized by the Owner and not as an Extraordinary Measure (as defined in Section 8.2.3.2), shall be paid for by the Owner on the basis of premium payment only, plus the cost of insurance and taxes based on the premium payment period.

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- § 7.2.2.12 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner Representative. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.2.2.13 If the Contractor does not expeditiously proceed with the work in dispute, the Owner may, in its sole discretion, cause the work to be performed by other forces, and may issue a Change Order deducting the actual cost of the work to the Owner from the Contract Sum.
- § 7.2.2.14 Bond Costs: Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond. Such Bond Costs will be adjusted as a final Change Order to the Contractor with no additional fee or mark-up.
- § 7.2.3 The Contractor shall submit cost proposals only on "Change Order Proposal Request Form" provided in Division 1 of the Specifications or on a form and in a format acceptable to the Owner. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, unit prices, and Subcontracts. Subcontract proposals included in any work shall also be itemized.
- § 7.2.4 Alternates awarded by Change Order after Contract execution are not subject to Contractor, Subcontractor or Subcontractor tiers overhead and profit mark-up.
- § 7.2.5 Agreement upon—and execution of any Change Order shall constitute a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule. In the event a Change Order increases the Contract Sum, Contractor shall include the Work covered by such Change Orders in Application for Payment as if such Work were originally part of the Contract Documents.
- § 7.2.6 Any percentage referred to hereafter for General Conditions, and/or Overhead and Profit included in the adjustment to the Contract Sum shall be applied to the costs of performing the work attributable to the change as stated in 7.3.7.1 through 7.3.7.6. No markup shall be allowed for premiums on bonds and insurance.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

- § 7.3.1 A Construction Change Directive is a written order prepared by the Owner Representative or Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. The signature of the Architect signifies that he has reviewed and recommends the change. However, if the Owner Representative has signed the Change Directive the Architect's signature is not necessary in order for the Change Directive to be valid
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for a proposed adjustment to the Contract Sum and/or Contract Time, the adjustment shall be based on one of the following methods:
 - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
 - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - .4 As provided in Section 7.3.7.
- § 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that

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application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

- § 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. The Contractor must proceed promptly regardless if the directive is signed by the Contractor.
- § 7.3.7 If the contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method for adjustment in the Contract Sum and/or Contract Time shall be determined at the sole discretion of the Owner Representative, on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit in accordance with Section 7.2. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Owner Representative may prescribe, an itemized accounting together with appropriate supporting data. Any increase to Contract time will be limited to only changes that have been demonstrated through a critical path analysis in conformance with Section 8.3 and Division 1 of the Contract Documents to extend the Project end date. Unless otherwise provided in the Contract Documents, costs of performing the Work attributable to the changes for the purposes of this Section 7.3.7 shall be limited to the following as defined in Section 7.2:
 - 1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - .3 Rental costs of machinery and equipment, exclusive of hand tools and any hand-held equipment, whether rented from the Contractor or others;
 - .4 Costs of premiums for all bonds, permit fees, and sales, use or similar taxes related to the Work; and
 - .5 Additional costs of field overhead personnel directly attributable to the change based on supporting
- § 7.3.8 If the Contractor does not expeditiously proceed with the work in dispute, the Owner may, in its sole discretion, cause the work to be performed by other forces, and may issue a Change Order deducting the actual cost of the work to the Owner from the Contract Sum.
- § 7.3.9 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner Representative. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.10 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order, Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect, subject to approval of the Owner Representative, has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME § 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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- § 8.1.2 The date of commencement of the Work is the date established in the Notice to Proceed.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined

§ 8.2 PROGRESS AND COMPLETION

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that the Contractor is capable of properly completing the Work within the Contract Time.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- § 8.2.3.1 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions (sometimes referred to as progress reports) as set forth in Section 3.10.1 of AIA Document A201 or if requested by the Owner. In the event any progress report indicates any delays or potential delays, the Contractor shall advise the Owner of its plan to recover the schedule, providing the Owner with a recovery schedule, and shall further take all steps necessary to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report or recovery schedule constitute an adjustment in the Contract Time or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.
- § 8.2.3.2 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the approved construction schedule for reasons within the responsibility of the Contractor, the Owner shall have the right to order the Contractor to take any and all corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities and (3) other similar measure (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measure shall continue until the progress of the Work complies with the stage of completion required by the approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.
- § 8.2.3.3 The Contractor shall not be entitled to any adjustment in the Contract Price in connection with Extraordinary Measures required by the Owner, if the Owner determines that the conditions creating the need for such Extraordinary Measures were within the responsibility of the Contractor.
- § 8.2.3.4 The Owner may exercise the rights furnished the Owner under or pursuant to this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any approved construction schedule or completion date established in accordance with the Contract.
- § 8.2.4 The Contractor and the Owner agree that the times specified for the performance of the Contract shall include not only the work of the original Contract but any additional work ordered by the Owner which, in the opinion of the Owner Representative, can be performed concurrently with the original work specified and therefore do not warrant the granting of an extension of time.
- § 8.2.5 Except in the event of emergency, no substantial field operations shall be performed outside of regular working hours without the prior approval of the Architect and the Owner. The Contractor shall not be entitled to additional compensation for work performed outside of regular working hours.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, or unavoidable casualties beyond the Contractor's control, then the Contract Time may be extended by Change Order for such reasonable time periods as demonstrated through a Critical Path Analysis in conformance with Division 1 of the Contract Documents and accepted by the Owner Representative.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.2.1 Claims of delay and requests for extension of time shall set forth in detail the circumstances of such claim, the dates upon which claimed delay began and ended, and the number of days' extension of time requested. The Contractor shall provide supporting documentation as the Architect and Owner may require, including a revised Construction Schedule indicating the affect of the circumstances which form the basis for the claim.
- § 8.3.2.2 The contractor shall not be entitled to an extension of time for each and every one of a number of causes which have a concurrent and interrelated effect on the progress of the Work.
- § 8.3.2.3 Claims for extension of time arising out of authorized changes in the Work shall be made in writing prior to or concurrent with the submission of the Contractor's proposal for such change. No extension of time arising out of changes in the Work will be granted after the date upon which the Contractor is authorized to proceed with such change unless specific provision for an extension of time has been incorporated in the authorization.
- § 8.3.2.4 Any additional cost to the contractor arising from such change shall be included in the amended Contract Sum set forth in such Change Order. No claim for damages for delay, arising from such change in the Work, shall be recognized or be deemed valid.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION § 9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

- § 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner Representative may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 9.2.1.1 Submission of the Schedule of Values shall be made within five (5) days for projects under One Million Dollars (\$1,000,000.00) and for all others within thirty (30) days of the Contract execution.
- § 9.2.1.2 The Schedule of Values shall be submitted (typewritten) on an AIA Document G702 form and should be broken down into a minimum of sixteen (16) divisions based on the Construction Specifications Institute (CSI) Guidelines and subdivided further by Materials and Labor.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 By the twenty-fifth of each month, the Contractor shall submit to the Owner Representative and the Architect a Draft Application for Payment for Work in the form of an AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. The latest edition of each document must be used.

The Owner Representative and the Architect will within ten (10) days after receipt of the Contractor's Draft Application for Payment notify the Contractor in writing of all necessary revisions.

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The Contractor shall make all revisions to the Application for Payment as required by the Owner Representative.

The Contractor shall then submit to the Owner Representative and the Architect an Application for Payment for Work in the form of a notarized AIA Document G702, Application for Payment, supported by AIA Document G703, Continuation Sheet, free of any handwritten, marks, notes, annotations, etc. and an Affidavit of Payment and Release of Claims form (either partial release or final release as appropriate) in a form as provided by the Owner.

By submission of the Affidavit and the Application for Payment the Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

- § 9.3.1.1 Each payment requisition submitted by the Contractor shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this subsection, "pending construction change order" or "other pending change directive", means an authorized directive for extra work that has been issued to a contractor or a subcontractor.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.1.3 Such Application for Payment shall include a deduction of seven and one half (7.5%) percent of the estimated amount of the application to be retained by the Owner until the completion of the entire Contract in an acceptable manner. The Contractor shall be prohibited from withholding more than seven and one half (7.5%) percent retainage from any payment which is otherwise due to any Subcontractor.
- § 9.3.1.3.1 In addition, if the State Commission on Human Rights and Opportunities ("CHRO") authorizes the award or execution of this contract in advance of CHRO's approval of the Affirmative Action Plan required to be submitted by the Contractor pursuant to Connecticut General Statutes Section 46a-68d, the Owner will withhold an additional two percent (2%) of the total contract price per month from any payment made to such Contractor, until such time as the Contractor has received approval from CHRO of the Affirmative Action Plan. Moreover, if CHRO determines through its complaint procedure and the hearing process provided in Connecticut General Statutes Section 46a-56(c) that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under Connecticut General Statutes Section 4a-60 or 4a-60(a) or the provisions of Connecticut General Statutes Section 46a-68c to 46a-68f, inclusive, and if so ordered by the presiding officer after such hearing and upon a finding of noncompliance, the Owner shall retain two percent (2%) of the total contract price per month on the contract with the Contractor.
- § 9.3.1.4 Whenever the Owner has designated a separate section for a class of work the Contractor shall, when applicable, state as part of its application for partial payment that it considers the work required to be done under any such separate section to be fully completed in accordance with the terms of the Contract. The Owner shall thereupon conduct an inspection of the work in such class, and if it finds that such work has been fully completed in accordance with the terms of the Contract, it shall issue a statement certifying that such work is accepted as fully completed, and shall pay the Contractor in full for such work.
- § 9.3.2 Unless otherwise specifically approved, the Owner will pay only for material and equipment delivered and incorporated in the Work. If approved in advance by the Owner, payment may be similarly made for material and equipment suitably stored on site or off site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

- § 9.3.2.1 Payment for stored material either on site or off site will require Owner's prior approval. Approval will be dependent upon demonstration of hardship due to extended time duration between required purchase and actual field installation or the critical nature of the commodity in relationship to the critical path of the construction schedule. Additionally, the Contractor must provide secured storage, insurance coverage for the material during storage, transfer of ownership of the material to the Owner and indemnify the Owner from any delay, cost associated with or resulting from, the loss or damage of such material during such storage. Payment for such material will be paid for at 80% of invoice verified cost. No stored payment will be considered for raw materials. Those items requiring fabrication must be complete so that identification and appropriate documentation can be obtained to insure such items are part of the work identified in this Contract.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
- § 9.3.4 If payment for stored products is approved, Contractor shall furnish with Application for Payment a vendor invoice establishing value of material and equipment stored along with a statement of amount to be paid to vendor.
- § 9.3.4.1 Such stored items are subject to prior approval for storage and to inspection by Architect and Owner before payment is recommended.
- § 9.3.4.2 Contractor shall give Owner Certificates of Insurance in accordance with Contract Documents for the full value of the items stored. Insurance to be maintained until items are incorporated in the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

- § 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.
- § 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect following consultation with the Owner Representative may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. The Architect following consultation with the Owner Representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the

Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- 1 after prior notice, defective Work not remedied;
- third party claims filed or reasonable evidence indicating probable filing of such claims unless full bond coverage, insurance or security acceptable to the Owner is provided by or demonstrated by the Contractor, or unless the Contractor demonstrates to the Owner that the claims do not have a reasonable basis in fact;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment in accordance with the provisions of this Contract;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 injury to persons or damage to the Work or property of the Owner, other Contractors, or others caused by the act of neglect of the Contractor or any of his Subcontractors;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance of the Contract Sum would not be adequate to cover actual or liquidated damages for the anticipated delay unless the Contractor demonstrates to the satisfaction of the Owner that it or others for whom it is responsible are not responsible for such delay;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to submit Construction Schedules as outlined in Division 1 of the Specifications in the time prescribed;
- 9 failure to submit all documents necessary for compliance with CHRO requirements;
- .10 failure to submit all copies of all certified payrolls;
- .11 failure to provide copies of subcontractors contracts per statute; or
- .12 failure to submit any other documentation requested by the Owner necessary for compliance with the requirements of any regulatory agency.
- § 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment while any of the above grounds remain uncured, nor shall any interest accrue or be payable with respect to any payments so withheld.
- § 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.
- § 9.5.4 The Owner shall have the right to apply any such amounts so withheld in such manner, as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such amounts shall be payments to the Contractor.

§ 9.6 PROGRESS PAYMENTS

- § 9.6.1 After the Architect has certified the Application for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, or shall so notify the Contractor of the Owner's intent to withhold payment to the extent reasonably necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions of its Subcontractors due to the causes set forth in Section 9.5.1.
- § 9.6.2 For every Contract with the Owner for the construction, alteration or repair of any building or work;
 - 1 The Contractor within thirty (30) days after payment to the Contractor by the Owner, shall be required to pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Owner:
 - .2 The Contractor shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished, within thirty (30) days after each Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Subcontractor.

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- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.
- § 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Pursuant to Connecticut General Statutes Sections 10a-109a through 10a-109y:
 - .1 No payments shall be made by the Owner on account of this Contract for this project until the bills or estimates presented for such payments shall have been duly certified to be correct by the Owner;
 - The obligations of the Owner or the State of Connecticut to make payments to the Contractor for services, labor, or materials provided on this project are limited to those amounts set forth in the Contract Documents and any agreed upon changes or amendments thereto. Neither the Owner nor the State of Connecticut shall or may be liable to make payments in excess of such amount.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven (7) additional days' written notice to the Owner and Architect be entitled to the applicable statutory interest. Said provision does not apply where the Owner has submitted to the Contractor its intention to withhold payment in accordance with Section 9.6.1 or where the Architect has submitted to the Contractor its intention to withhold certification in accordance with Section 9.5.1.

§ 9.8 SUBSTANTIAL COMPLETION

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize without impact or interruptions the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the

Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. The Certificate of Substantial Completion shall become valid upon the written approval thereof by the Owner Representative. Upon such acceptance and written consent of Contractor's surety, if any, and a written statement from CHRO releasing the Owner from any obligation to withhold amounts retained under Section 9.3.1.3.1, the Owner shall make payment of retainage applying to such Work or designated portion thereof. At the sole discretion of the Owner, reductions in retainage may be allowed before the Contractor reaches Substantial Completion. Such reductions shall not be allowed without written consent from the Contractor's surety. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.
- § 9.8.6 Certifications. The Contractor at completion of construction shall provide to the Owner a "Certificate of Substantial Compliance" bearing original signatures of an officer of the company stating: "This is to CERTIFY that in my professional opinion the complete structure/renovations described above is in substantial compliance with the approved construction documents on file with the Owner. Minor deviations and special stipulations are noted below (if any)".

§ 9.9 PARTIAL OCCUPANCY OR USE

- § 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

- § 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
- § 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required

by the Contract Documents, (4) consent of surety, if any, to final payment, (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (6) all documents necessary for compliance with CHRO requirements and as required to obtain the written statement of release from CHRO referenced in Section 9.8.5, (7) copies of all certified payrolls, (8) certifies that all material installed does not contain asbestos, (9) the Certificate of Substantial Compliance referenced in Section 9.8.6, and (10) any other documentation requested by the Owner necessary for compliance with the requirements of any regulatory agency. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such claim. If such claim remains unsatisfied after payments are made to the Contractor, the Contractor shall promptly pay to the Owner all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor, the written approval of the Owner Representative and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

\$ 9.10.4

(Paragraphs deleted) NOT USED.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 DAMAGES

§ 9.11.1 Time is of the essence to the Contract Documents and all obligations there under. The Contractor acknowledges and agrees that if the Contractor fails to achieve Substantial Completion, or causes any delay to the Substantial Completion of any portion of the Work within the Contract Time, as may be extended by the Owner, the Owner will sustain extensive damages and serious loss as a result of such failure.

- .1 NOT USED
- .2 Without limitation, the Owner shall be entitled to recover as actual damages the Owner's costs, expenses and damages it incurs in connection with the completion of the Work in the event that the Contractor fails to complete the Work, and/or the Contractor's surety fails to perform the Work pursuant to any Performance Bond. Without limitation, the Owner shall be entitled to recover as actual damages any payments it makes to any subcontractor or materials supplier that the Contractor's surety fails to pay pursuant to any Payment Bond.
- .3 The Owner may deduct damages from any unpaid amounts then or thereafter due the Contractor under this Contract. Any damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner, together with interest from the date of the demand at the legal rate.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY \$ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. Prior to and as a condition of mobilization on site, the Contractor shall submit a Safety Plan to Owner. To the extent the Owner provides safety manuals or other information, any such manuals and information shall be deemed minimum requirements for the Contractor's fulfillment of its safety obligations. Safety fines may be assessed based on Owner's safety plan and or Occupational Safety and Health Administration ("OSHA").

§10.1.1.1 In accordance with C.G.S. Section 31-53b, the Contractor is required to submit proof that each employee has completed a course of at least ten hours in duration in construction safety and health approved by the federal OSHA.

§10.1.1.2 The Contractor shall remove all snow and ice as may be required for the proper protection and/or prosecution of the Contractor's work. The Contractor shall coordinate and cooperate with the Owner for such activities.

§ 10.1.2 Contractors Safety Program: The Contractor hereby acknowledges that the job site safety will be of utmost importance. Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work. Contractor shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: (1) those set forth in the most current provisions of the Owner's Contractor Environmental Health and Safety Manual, which is incorporated by reference as a Contract Document; (2) the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; (3) the furnishing and maintaining of necessary traffic control barricades and flagman services; (4) the use, or storage, removal and disposal of required explosives or other hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; (5) and the maintenance of adequate quantities of both hose and operable fire extinguishers at the job site. The Contractor shall set forth in writing its own safety and anti-substance abuse precautions and programs in connection with the Work and if requested by the Owner submit the same to the Owner or its designee for review. The Owner may but shall not be obligated to make suggestions and recommendations to the Contractor with respect thereto.

- 1 Compliance of Work, Equipment and Procedures with all Laws: All Work, whether performed by the Contractor and its Subcontractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental bodies relating to the safety of persons and their protection against injury, specifically including, but in no event limited to the Federal Occupations Safety and Health Act of 1970, as amended and all rules and regulations now or hereafter in effect pursuant to said Act and the OSHA Act of the State of Connecticut, as amended and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all rules, regulations and requirements of the Owner and its insurance carriers relating thereto, including without limitation the O. In the event of conflicting provisions the more stringent shall govern. The Owner reserves the right to assess fines and penalties to the Contractor for violations of the Owner's Contractor Environmental Health and Safety Manual as may be more specifically referred to in the Manual and may deduct such fines and penalties from any payments due the Contractor under the Contract.
- .2 Contractors Designation of Safety Program Administrator: The Contractor shall designate a qualified member of its organization at the job site in accordance with the requirements of the Owner's Contractor Environmental Health and Safety Manual whose duties shall include enforcement of the Contractor's Safety Program to assure compliance with Article 10 and to prevent accidents. This position may be required to be a full time position dedicated to this Project. This person's name, qualifications and the estimated number of man-hours of effort per week performing this function shall be submitted to the Owner in writing. His or her identity, qualifications and level of effort must be satisfactory to the Owner who shall have the sole discretion to approve or reject same. Any reduction to this schedule must be submitted to the Owner for approval. The Contractor shall further cause each of its Subcontractors of any tier to designate a qualified safety representative to assist the Contractor's Representative in the performance of its duties as described above and the names of such representative shall be given to the Owner.
- 3 Suspension of Contractor's Work: If in the opinion of the Owner or its designee the Contractor shall fail to provide a safe area for the performance of the Work or any portion thereof the Owner or its designee shall have the right but not the obligation to suspend Work in the unsafe area. Contractor shall be liable for all costs incurred of any nature (including without limitation overtime pay, liquidated damages or other costs resulting from delays) resulting from the suspension.

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- 4 Right of Owner to have Contractor Send Worker Home: The Contractor shall provide to each worker on the job site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. The Owner shall have the right but not the obligation to order the Contractor to cause any worker to be sent home for the day or to otherwise temporarily or permanently remove him or her from the job site for his or her failure to comply with safe practices or anti-substance abuse policies. Contractor shall promptly comply with such orders from the Owner and shall be liable for any and all costs of whatsoever nature, including attorney's fees paid or incurred by the Owner.
- § 10.1.3 Protection of Work and Property; Responsibility for Loss: The Contractor shall, throughout its performance of the Work, maintain adequate and continuous protection of all property of the Owner and third parties and of the Work and temporary facilities against loss or damage from whatever cause arising out of the performance of the Work and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards.
- § 10.1.4 Emergencies: In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage injury or loss or to remedy said violation whichever is applicable, failing which the Owner or its Designee may immediately take whatever action it deems necessary including, but not limited to, suspending the Work.

The Owner may offset any and all cost or expenses of whatever nature including attorneys' fees paid or incurred by the Owner in taking such action against any sums then or thereafter due to the Contractor. The Contractor shall defend indemnify and hold the Owner, and its officers, agents, employees, harmless against any and all costs, expenses or liability in accordance with Section 3.1.8. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a request for a Change Order as provided in Section 7.2 of this Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall provide and pay for whatever security measures the Contractor deems necessary to protect the Contractor's work until acceptance by the Owner through issuance of a Certificate of Substantial Completion.

- § 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- § 10.2.3 At a minimum, the Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. Additionally, the Contractor shall maintain all passageways, guard fences, lights and other facilities for protection.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor, at a minimum, shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

- .1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner advance written notice of at least five (5) days prior to bringing to the site or utilizing such explosives, materials, equipment or methods..
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 and indemnify and save the Owner harmless for all damage or injury to referenced persons and property caused in whole or in part by the Contractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable in whole or in part to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
 - .1 The Contractor shall repair or replace any such damage at no additional cost to the Owner. Such repair or replacement shall be completed within one week of the damage or as directed by the Owner Representative. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the necessary Work performed and charge the cost to the Contractor.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger the safety of persons or property or cause damage or create an unsafe condition.

(Paragraphs deleted)

- § 10.2.8 All materials furnished and all work installed shall comply with the rules and recommendations of the National Board of Fire Underwriters; with all applicable State and local codes, laws, ordinances, rules and regulations; with all requirements of local utility companies and with the recommendations of the Insurance Rating Organization having jurisdiction.
- § 10.2.9 All apparatus, equipment and construction such as ladders, scaffolds, chutes, etc. shall comply with the recommendations of the manual of Accident Prevention in Construction published by the Associated General Contractors of America.

§ 10.3 HAZARDOUS MATERIALS

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.
- § 10.3.1.1 Upon request, the Owner, through the Office of Environmental Health and Safety, will provide the Contractor with a written copy of the Hazard Communication Program and chemical inventory for work areas in which they will be working. The Owner, upon request, will make available to the Contractor an opportunity to review the Material Safety Data Sheets ("MSDS") on file for areas where hazardous chemicals are used and stored for work areas they will be working in.
- § 10.3.1.2 Per OSHA's Hazard Communication Standard, Contractors are expected to inform and provide the Owner any MSDSs of materials to be used in their work at the University of Connecticut. Contractors shall provide a chemical inventory and information on the location of chemical use and storage. The Contractor shall be responsible for the removal of all unused portions of chemicals and their waste products from the Project Site. A copy of the Hazard Communication Policy is available for review by the Contractor or prospective Proposers of the Contract at the Office of Capital Project & Contract Administration or at:

or http://ors.uchc.edu

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Upon written request, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up which may have occurred, but must be demonstrated as impacting the critical path of the schedule.

§ 10.3.3 NOT USED.

- § 10.3.4 In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any materialman or supplier or any entity for whom any of them is responsible. The Contractor agrees not to use any fills or other materials to be incorporated into the Work, which are hazardous, toxic or comprised of any items that are hazardous or toxic. In the event it is determined materials that are hazardous, toxic or comprised of items that are hazardous or toxic have been used as fills or incorporated into the Work, the Contractor, at its sole expense, shall be responsible for immediate removal, proper disposal, and replacement of materials of the Work and surrounding areas so affected.
- § 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 Contractor shall verify that all material/equipment installed in any portion of the Work shall be asbestos free. The Owner may perform sampling to verify all suspect material/equipment is asbestos free. If any material/equipment is found to contain asbestos, the Contractor shall pay for the lawful and proper removal and disposal of product(s), and re-install acceptable material/equipment all at its sole expense. Contractor shall visually and in writing provide to Owner or its representative proof that products or equipment to be used are non-asbestos containing, asbestos free, do not contain asbestos, or similar via manufacture statement on product itself or accompanying information.
- 10.3.6.1 For purposes of this requirement, materials include, but are not limited to, the following:

.1 Surfacing Treatments

Fireproofing Acoustical Plaster Finish Plasters, Skim Coats of Joint Compound, Fibrous Type Paint Applications

.2 Thermal System Insulation

Equipment Insulation

Boiler, Breeching, Boiler Rope, Duct or Tank Insulation, Cement or Mortar used for boilers and refractory brick

Piping and fitting insulations including but not limited to Wrapped Paper, Aircell, Millboard, Rope, Cork, Preformed Plaster, Job Molded Plaster and coverings over fibrous glass insulation

.3 Roofing and Siding Miscellaneous Materials

Insulation Board Vapor Barriers
Coatings Felts
Flashing Shingles

Cementitious Board (Transite) Galbestos Non-Metallic or Non-Wood roof Decking

- Other Miscellaneous Materials Cove Base Floor Leveling Compound
 - Ceiling Tile Vermiculite Insulation Vibration Isolators Laboratory Tables and Hoods
- § 10.3.7 Most buildings at the University of Connecticut have some Asbestos Containing Materials (ACM) used as building products. Any known ACM has been identified on the Plans and Specifications of this Contract.
- § 10.3.8 Every effort has been made to identify ACM; however, there may be additional ACM present in the area of work. This suspected ACM may become apparent especially during the demolition phases of contracts.
- § 10.3.9 The Contractor shall make every attempt to accomplish work in such a manner as to not disturb ACM or suspected ACM. If the Work cannot be accomplished without disturbing ACM or suspected ACM, or if ACM abatement is specifically incorporated as part of this contract, the Contractor must have the applicable training, licenses, or any other qualifications necessary to perform such work safely and in accordance with Federal. State and Local regulations.
- § 10.3.10 The Contractor shall bring to the immediate attention of the Owner Representative the location of suspected ACM that will be disturbed by work required under this Contract. No work shall be attempted that could result in a release of ACM to the environment.
- § 10.3.11 Asbestos surveys for most buildings of the Owner which are part of this Contract are available for Contractor's review in the Architectural and Engineering Services building or for UCHC projects at the Facilities Development & Operations office..
- §10.3.12 Exposure levels for lead in the construction industry are regulated by 29 CFR 1926.62. Construction activities disturbing surfaces containing lead-based paint (LBP) which are likely to be employed, such as sanding, grinding, welding, cutting and burning, have been known to expose workers to levels of lead in excess of the Permissible Exposure Limit (PEL). Contractor shall conduct demolition and removal work specified in the Contract Documents in conformance with these regulations. In addition, construction debris/waste may be classified as hazardous waste. Disposal of hazardous waste material shall be in accordance with 40 CFR Parts 260 through 271 and Connecticut Hazardous Waste Management Regulations Section 22a-209-1; 22a-209-8(c)-11; and 22a-449(c)-100 through 110.
- § 10.3.13 Where a child under the age of six resides, the work shall also be in accordance with Connecticut Regulations Section 19a-111-1 through 11.
- § 10.3.14 If this is a renovation project, testing for lead-based paint has been conducted at selected facilities of the Owner. Results of LBP testing are for information purposes only. Under no circumstance shall this information be the sole means used by the Contractor for determining the extent of LBP. The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.
- § 10.3.15 Except for UCHC projects, lead based paint testing results are available at the Architectural and Engineering Services building. Contractors proposing on this project are requested to visit this office and review lead testing documents.

§ 10.4 EMERGENCIES

User Notes:

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In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

10.5 LOCKOUT/TAGOUT PROCEDURES REQUIRED BY OSHA

§ 10.5.1 OSHA regulations 29 CFR 1910.147 (The Control of Hazardous Energy) requires employers to develop procedures for the lockout or tag out of machines or equipment. The purpose is to prevent injuries by ensuring that

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hazardous forms of energy are isolated (locked or tagged out) before employees perform any servicing or maintenance activities, which could result in the unexpected energization, start-up or release of stored energy. This includes electrical, mechanical, hydraulic, pneumatic, chemical, thermal or other energy sources.

- § 10.5.2 The Owner has a written Lockout/Tag out Policy, as required under 29 CFR 1910.147. The policy is available for review by the Contractor or prospective Proposers of this Contract upon request.
- § 10.5.3 Prior to commencing any work under this Contract that will or may involve exposure to potentially hazardous energy; the Contractor shall notify the Owner Representative of the lockout/tag out procedures to be used. Lockout/tag out procedures shall be exchanged between the Contractor and the Owner Representative at the Pre-Construction Conference.
- § 10.5.4 All work carried out under this Contract that will or may involve exposure to potentially hazardous energy shall be carried out in accordance with all applicable Federal, State and local rules and regulations, including OSHA regulation 29 CFR 1910.147 (The Control of Hazardous Energy) and 1926.417 (Locking and Tagging of Circuits).

10.6 SOLVENT BASED PRODUCTS

§ 10.6.1 The use of solvent-based products, including paints and adhesives within occupied areas of buildings shall not be allowed as part of this project, unless specifically directed in other provisions of the Contract Documents. The use of solvent-based products in non-occupied areas shall be carried out using adequate ventilation that prevents migration of vapors into occupied areas. If solvent-based products are to be used in occupied areas, then work shall only be accomplished on nights or weekends and with prior approval with the Owner Representative; continuous ventilation should be provided as required to mitigate odors on building occupants using adequate ventilation. The Contractor's representative shall notify the Owner Representative, the Department of Environmental Health and Safety and the Building Safety Committee Representative two (2) days prior to the intended date of such work.

10.7 CONFINED SPACE ENTRY

- § 10.7.1 Certain areas at the University of Connecticut such as manholes, tanks, vessels, trenches, ducts, etc. meet the OSHA definition of a confined space (pursuant to 29 CFR 1910.146) in that they: 1) are large enough and so configured that an employee can bodily enter and perform assigned work; 2) have limited or restricted means for entry or exit; and 3) are not designated for continuous employee occupancy.
- § 10.7.2 According to this OSHA regulation, employers are required to implement a confined space entry permit program if its employees will enter confined spaces which have one or more of the following characteristics: 1) contain or have the potential to contain a hazardous atmosphere, 2) contain a material that has the potential for engulfing and entrant, 3) have an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls, or by a floor which slopes downward and tapers to a smaller cross-section, or 4) contain any other recognized safety or health hazard. Such a space is considered to be a permit-required confined space.
- § 10.7.3 The Owner has a written confined space entry policy, which implements a permit program. The policy is available for review by the Contractor or prospective Proposers of this Contract at the Architectural and Engineering Services building.
- § 10.7.4 Prior to commencing work that may require entry into a confined space; the Contractor shall consult with the Owner Representative and the Environmental Health and Safety Department to become apprised of the locations, the nature of the hazards, and safe entry procedures of known permit-required confined spaces.
- § 10.7.5 The contractor shall coordinate entry operations with the Owner through the Owner Representative when both Owner and Contractor personnel will be working in or near permit spaces.
- § 10.7.6 Any work carried out under this Contract that will require entry into a confined space shall be carried out in accordance with all applicable Federal, State, and Local rules and regulations, including OSHA regulations 29 CFR 1910.146 (Permit required confined spaces), 1926.21(b) (6) (Safety Training and Education Employer responsibility (confined spaces)), 1926.352(g) (Fire prevention in enclosed spaces) and 1926.353(b) (Welding, cutting and heating in confined spaces).

10.8 EXCAVATION AND TRENCHING

§ 10.8.1 The Owner has a written Excavation and Trenching Policy, which can be found in the Owner's Contractor Environmental Health and Safety Manual.

§ 10.8.2 Any work carried out under this Contract that will require excavation or trenching shall be carried out in accordance with all applicable Federal, State and Local rules and regulations, including OSHA regulation 29 CFR 1926 Subpart P (Excavations).

§ 10.8.3 At a minimum, the Contractor shall comply with established Owner's Contractor Environmental Health and Safety Manual, which have been previously provided to bidders and/or are available for review upon request. These policies are hereby incorporated by reference herein, including but not limited to: Policies on Lockout/Tagout; Confine Space Entry; Code of Conduct; Sexual Harassment; Racism and Acts of Intolerance; Smoking.

ARTICLE 11 INSURANCE AND BONDS § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall demonstrate and provide evidence of insurance in an industry accepted certificate of insurance and maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- 3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

- Worker's Compensation Insurance: Worker's Compensation Insurance in Statutory Limits of the Worker's Compensation Laws of the State of Connecticut, and other extensions, with Coverage B Employer's Liability of not less than limits of \$1,000,000 Each Accident, \$1,000,000 Policy Limit and \$1,000,000 Each Employee. Coverage under the Broad Form All State extension shall also be included.
- Commercial General Liability Insurance: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The coverage shall contain no special limitations on the scope of protection afforded to the State. Said policy shall also state that it is primary insurance, and that the Owner, the State of Connecticut, the Contractor, and such other persons or interests as the Owner may designate as additional insured

- in connection with the performance of the Work, including hazards of operations (including explosion, collapse and underground coverage), elevators, independent contractors, employees as additional insured, completed operations for a period of three (3) years after final completion of the Work.
- Automobile Liability Insurance: Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers of the respective parties required to provide and maintain this insurance. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy in limits not less than, as respects Contractor and all tiers of Subcontractors, \$1,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage.
- Umbrella Liability Insurance: Umbrella liability (following form) in the amount of \$5,000,000

per Occurrence.

- .5 Aircraft Liability: If aircraft of any kind is used by the Contractor, any tier of Subcontractor or by anyone else on their behalf, the Contractor or Subcontractor shall maintain or cause the operator of the aircraft to maintain aircraft public liability insurance insuring passengers and the general public against personal injury, bodily injury or property damage arising from aircraft owned, used, operated or hired in connection with the Work by the Contractor, Subcontractor or anyone else in limits of \$50,000,000 Combined Single Limit for any one occurrence, each aircraft.
- Contractor's Pollution Liability: If the work of this project includes the abatement, removal, cleanup or handling of any asbestos, PCB's, lead based paint, or other pollutants or hazardous materials, then the Contractor shall also provide evidence that Pollution Liability Insurance, including completed operations and Contractual Liability coverage of not less than limits of \$5,000,000 has been procured and is in force on the project. However, if the Contractor demonstrates that coverage for claims arising out of the abatement, removal, cleanup or other handling of asbestos, PCB's, lead based paint, or other pollutants or hazardous materials is covered by the Contractor's general liability insurance, a separate Contractor's Pollution Liability Policy will not be required.
- structure or facilities, the Contractor shall purchase and maintain Builder's Risk Insurance, ISO CP 30 10 00 special form, in the amount of the initial contract amount plus values of subsequent modifications or change orders on a replacement cost basis. The Builder's Risk coverage shall be written on a Special Covered Cause of Loss form and shall include theft, vandalism, malicious mischief, collapse, temporary buildings, transit, debris removal, increased cost of construction, architect fees and expenses, soft costs, flood and earthquake. Builder's Risk shall include portions of work located away from site but intended for use at the site. Contractor shall obtain consent of the insurance company and delete any provisions with regard to restrictions within any occupancy clause. Equipment break down coverage shall be included and shall cover insured equipment during installation and testing.
- .8 It is agreed that the Owner, the State of Connecticut, their officers, officials, agents, employees, boards and commissions shall be additional named insureds under the coverages described in Clauses 11.1.2.2; 11.1.2.3; 11.1.2.4; 11.1.2.5; 11.1.2.6; 11.1.2.7 and that said coverage(s) is provided for all operations, uses, occupations, acts and activities of the insureds under the Contract Documents and under any amendments, modifications, extensions or renewals of said Contracts regardless of whether liability is attributable to the named insureds or a combination of the named insureds and the additional named insureds.
- .9 If the Contractor is a joint venture, the joint venture and each individual partner of the joint venture must be designated in each policy as named insureds.
- .10 A Certificate of Insurance shall clearly indicate the Project name, Project number or some easily identifiable reference to the relationship to the Owner.
- .11 Each liability policy shall contain a Cross Liability Endorsement.
- .12 Coverage, written on an occurrence basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.
- .13 All insurance secured by Contractor or Subcontractors pursuant to the Owner's requirements under the provisions of this Section 11.1.2 shall be in policies subject to the Owner's approval, as to form, content, limits of liability, cost and issuing companies. Such companies shall have and maintain an A.M. Best rating of not less than A-(VII), or otherwise acceptable to Owner.

- .14 If the Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver of rights of subrogation in favor of Owner.
- § 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled, terminated or materially changed, altered or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief and shall identify on their faces the project name and contract number to which they apply. The Certificate(s) of Insurance must also provide clear evidence that the Contractor's Insurance Policies contain at least the minimum limits of coverage and special provisions prescribed in Article 11.
- § 11.1.4 Form Certificates acceptable by the Owner shall be Accord 25(2001/08) together with Endorsement CG 20 37 07 04.
- § 11.1.5 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE NOT USED.

§ 11.3 PROPERTY INSURANCE

- § 11.3.1 Property insurance on an all-risk basis, including coverage for the perils of earthquakes and floods, has been purchased by the Owner. Insurance required by Section 11.3 is not intended to cover machinery, tools and equipment of the Contractor which is used in the performance of the Work, but is not incorporated into the permanent improvements, nor any materials and equipment paid for by the Owner and stored off-site, for which the Contractor shall procure property insurance satisfactory to the Owner. The Contractor shall, at is own expense, provide coverage for its machinery, tools and equipment subject to these provisions.

 § 11.3.1.1 NOT USED.
- § 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then procure and maintain insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.
- § 11.3.1.3 If the Owner's property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.
- § 11.3.1.4 NOT USED.

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§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or

companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE NOT USED.

NOT USED.

NOT USED.

\$ 11.3.6 NOT USED.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights of subrogation against (1) each other and any of their subcontractors of all tiers, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors of all tiers, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3, the boiler and machinery insurance maintained by the Owner or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- § 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.
- § 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Contract between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.
- § 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five (5) days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Contract. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND; PAYMENT BOND AND GUARANTYBOND

- § 11.4.1 The Contractor shall furnish to the Owner and deliver at the time of contract signing Performance and Payment Bonds pursuant to the requirements of Connecticut General Statutes Section 49-41 et seq. and the requirements of this Section 11.4. In the cases where the Contract Sum exceeds \$100,000, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Each such Bond shall be in compliance with the form which has been adopted by the Owner as its required form of payment or performance bond and shall be provided by a Surety company licensed to do business in the State of Connecticut and that is acceptable to the Owner, and is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570". The Surety company's underwriting limitation, as further set forth in "Treasury Department Circular 570", must not be less than the full amount required by the bond itself. The amount of each bond shall be equal to One Hundred Percent (100%) of the Contract Sum. The Payment and Performance Bonds shall name as "Obligee" the Owner.
- § 11.4.1.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.4.1.2 Each surety bond and surety contract between the Contractor named as a principal on the bond and the surety that issued the bond shall contain the following language: "In the event that the surety assumes the contract or obtains a bid or bids for completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.
- § 11.4.2 If the Contractor or any of its subcontractors is a non-resident contractor, the Contractor and/or subcontractor shall comply with the requirements of Connecticut General Statutes Section 12-430(7) ("the statute"), to the extent applicable. If the Contractor is a verified contractor as defined in the statute, the Contractor shall provide to the Owner written verification of that status from the State Commissioner of Revenue Services. If the Contractor is a unverified contractor as defined in the statute, the Contractor shall provide to the Owner proof that the Contractor has posted with the Commissioner of Revenue Services a surety bond in an amount equal to five percent (5%) of the contract price and which is otherwise in compliance with the requirements of the statute.
- § 11.4.3 If the Contractor proposes a Subcontractor default coverage program, the Contractor must demonstrate a cost savings of no less than 18% as compared to the actual Subcontractor traditional bond cost, including a reasonable percentage for changes as agreed upon by the Owner.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK § 12.1 UNCOVERING OF WORK

- § 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.
- § 12.1.2 If a portion of the Work has been covered that the Owner Representative with the advice of the Architect has not specifically requested to examine prior to its being covered, the Owner Representative with the advice of the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Owner Representative with the advice of the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing, inspections, uncovering and replacement, and compensation for the Architect's and Owner Representative services made necessary thereby, shall be at the Contractor's expense.

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If prior to the date of Substantial Completion, the Contractor, a Subcontractor or anyone from whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

- § 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly at Contractor's sole expense after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4 or may exercise any other commercially reasonable remedies to compensate Owner for any expenses losses or damage caused by such nonconforming work.
- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

- § 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- § 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

- § 13.5.1 Tests, inspections and approvals of portions of the Work shall be made at an appropriate time as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.
- § 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.
- § 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's and Owner Representative services and expenses shall be at the Contractor's expense.
- § 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST NOT USED.

§ 13.7 TIME LIMITS ON CLAIMS NOT USED.

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§ 13.8 NON-DISCRIMINATION, AFFIRMATIVE ACTION, GOVERNOR'S EXECUTIVE ORDERS, AND OTHER MISCELLANEOUS PROVISIONS

§ 13.8.1 NONDISCRIMINATION. References in this section to "Contract" shall mean this Contract and references to "Contractor" shall mean the Contractor.

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f;

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- and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

§ 13.8.2 STATE EXECUTIVE ORDERS

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This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. This Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with its respective terms and conditions. If Executive Order 14 is applicable, it is deemed to be incorporated into and is made a part of this Agreement as if it had been fully set forth in it. At the Contractor's request, the University or DAS shall provide a copy of these orders to the Contractor.

§13.8.3 ETHICS AND COMPLIANCE

In accordance with the Owner's compliance program, the Owner has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to Owner policies and procedures can report such matters anonymously. Such persons may also directly contact the Owner's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the Owner, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

§13.8.4 CAMPAIGN CONTRIBUTION RESTRICTIONS

For all State contracts as defined in P.A. 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11):

SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 1/11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

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On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a

quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly** solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i)

an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor,

Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations

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duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory

committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

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§ 13.8.5 WHISTLEBLOWING:

This Contract is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The Owner may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

§ 13.8.6 COMPLIANCE WITH OWNER POLICIES AND GUIDELINES

At a minimum, the Contractor shall comply with established Owner policies and guidelines, which have been previously provided to bidders and/or are available for review upon request. These policies are hereby incorporated by reference herein, including but not limited to: Policies on Lockout/Tagout; Confined Space Entry as referenced in the Contractor's Environmental Health and Safety Manual; Code of Conduct; Sexual Harassment; Racism and Acts of Intolerance; Smoking.

§ 13.9 PREFERENCE IN EMPLOYMENT

§ 13.9.1 In the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for three months prior to the date hereof have been residents of the labor market areas, as established by the Labor Commissioner in which said work is to be done; and if no such qualified persons are available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof and then to citizens of the State who have continuously resided in the State at least three months prior to the date hereof. In no event shall said provisions be deemed to abrogate or supersede in any manner any provision regarding residence requirements contained in a Collective Bargaining Agreement to which the Contractor is a party.

§ 13.10 MINIMUM WAGE RATES

§ 13.10.1 If this project involves new construction of a building or other structure or improvement and the total cost of all Work to be performed by Contractors and Subcontractors is \$400,000 or more or if the project involves remodeling, refurbishing, rehabilitation, alteration or repair of a building or other structure or improvement and such total cost is \$100,000 or more then:

.1 The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund as defined in Subsection (h) of Section 31-53 of the Connecticut General Statutes shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such project is being constructed.

Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday.

§ 13.10.2 The State of Connecticut Labor Department Wage Schedule where required shall be provided with these documents typically with the Bidding Documents, or will be incorporated in the Contract Documents as an Addendum. The Contractor agrees to accept the current prevailing wage scale as well as any annual adjustment to the prevailing wage scale as provided by the Connecticut Department of Labor. Wage Rates will be posted each July 1st on the Department of Labor's website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a basis for an annual contract amendment. The schedule is deemed to reflect customary or prevailing wages for this project and is hereby incorporated and made a part of the Contract Documents. Wage Rates shall be paid pursuant to Sections 31-53 and 31-54 of the Connecticut General Statutes and any regulations issued there under.

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§ 13.11 HOURS OF LABOR PERMITTED

§ 13.11.1 Pursuant to Section 31-57 of the Connecticut General Statutes, no person shall be employed to work or be permitted to work more than eight hours in any day or more than forty hours in any week on any work provided for in the Contract. The operation of such limitation of hours of work may be suspended during an emergency upon the approval of the Owner Representative.

§ 13.12 EXAMINING AND COPYING CONTRACTOR'S RECORDS

§ 13.12.1 The Contractor shall permit the Owner or its duly authorized representative to examine and copy books and records of the Contractor relative to charges for extra work, alleged breaches of contract, settlement of claims, or any other matter involving the Contractor's demand for added compensation from the Owner. The Contractor shall also permit such examination and copying of his records as the Owner may deem necessary, excepting papers and records preceding the execution of the Contract that are not a matter of record with the Owner, in order to determine that the Contractor has complied with all laws and regulations pertaining to the Contract, such as but not limited to Labor Compliance, Affirmative Action Program and Equal Employment Opportunity.

§ 13.12.2 The Contractor further agrees that he shall keep all records relating to this Contract until the expiration of six (6) years after final payment under this Contract is made, or six (6) months after settlement of any disputes whichever may be later.

§ 13.12.3 The Contractor further agrees that he and his Subcontractors shall permit the Owner, at its own expense, by its duly authorized representatives, to inspect and audit all their data, records and files pertaining to this Contract.

§ 13.13 SYSTEM LAYOUT DRAWING

§ 13.13.1 System layouts indicated on the on the drawings are generally diagrammatic and locations and arrangements of items are approximate. Exact routing of conduit, wiring, location of fixtures, outlets, panels, piping, valves and all other equipment shall be governed by the structural conditions and obstructions. The entire layout shall be followed as closely as possible and the right is reserved by the Owner to reasonably change the locations to accommodate any conditions which may arise during the progress of the work without additional compensation to the Contractors.

§ 13.14 GUARANTY OF PERFORMANCE

§ 13.14.1 If the Contractor has submitted the financial statement of a parent or other affiliated entity in its Proposers Qualification Statement, or if pre-qualified, its application for pre-qualification and has also indicated in that submission that such parent or affiliate will guarantee the performance of the Contract, then the parent or affiliate shall execute, simultaneously, with the Contractor's execution of the Contract, a Guaranty in a form provided by and acceptable to the Owner.

§ 13.15 JOINT VENTURE

§ 13.15.1 If the Contractor is a joint venture, each joint venture partner shall be jointly, severally and individually responsible to the Owner for the performance of any and all obligations of the Contractor encompassed by this contract or as required by applicable law, and each joint venture partner shall be jointly, severally and individually liable to the Owner for any failures to perform such obligations in accordance with the contract or applicable law. In its dealings with the Owner, each joint venture partner shall have full authority to act in behalf of and bind the joint venture and any other joint venture partner. Each joint venture partner shall be considered to be the agent of the joint venture and of any other joint venture partner.

§13.16 WORKER GEOGRAPHIC DISTRIBUTION

§13.16.1 If the Project is a Covered Project (as defined hereinafter), the Contractor shall comply with the provisions of this Section 13.16.

§13.16.2 The Contractor shall submit to the Owner a plan for encouraging the hiring of Workers (as defined hereinafter) with Residence (as defined hereinafter) in the State of Connecticut.

§13.16.3 Following the close of each Quarter (as defined hereinafter), the Contractor shall submit a Worker Geographic Distribution Report (as defined hereinafter) to the Owner in a form satisfactory to the Owner. The

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"Worker Geographic Distribution Report" is a report that shall provide the following information for each Worker paid, during the most recently closed Quarter, for work on the Project:

- The numbers of hours of Project work for which such Worker was paid during such Quarter.
- .2 The Wages (as defined hereinafter) paid to such Worker during such Quarter.
- .3 The Residence of such Worker as of the close of such Quarter.

§13.16.4 The Worker Geographic Distribution Report shall not contain any personally identifiable information about a Worker.

§13.16.5 The following terms shall have the meaning assigned below for the purposes of this Section 13.16.

- .1 "Covered Project" is a project that is both subject to Section 31-53(a) of the Connecticut General Statutes and for which the total cost of all work to be performed by all contractors and subcontractors is \$1,000,000 or greater.
- .2 "Quarter" means a calendar quarter of each calendar year.
- .3 "Residence" is the state and town in which a Worker resides, as reflected in the payroll records of such Worker's employer.
- 4 "Subcontractor" is any subcontractor or sub-subcontractor of the Contractor, which subcontractor or sub-subcontractor employs Workers on the Project.
- "Wages" are the wages that are subject to Section 31-53(a) of the Connecticut General Statutes (including any amounts paid to an employee welfare fund).
- .6 "Worker" is an employee of the Contractor or a Subcontractor (as defined hereinabove), which employee is working on the Project and whose wages for such work is subject to Section 31-53(a) of the Connecticut General Statutes.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped.
- .3 Not Used.
- .4 Not Used.

§ 14.1.2 Not Used.

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven (7) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery.

§ 14.1.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate, without prejudice to or waiving any other right or remedy of the Owner, the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

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- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- Fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with all requirements of the Contract Documents;
- .6 Refuses or fails to prosecute the Work or any separable part, with the diligence that will insure its completion within the time specified in this Contract including any duly authorized extension, or fails to compete the Work within said period; or
- .7 Fails to comply with laws, rules, regulations, or directives regarding job site safety; or to comply with the provisions of the Owner's Contractor Environmental Health and Safety Manual, or orders or directives regarding safety issued by the Owner pursuant to the Contract.
- § 14.2.2 When any of the above reasons exist, the Owner, with advice of the Architect and upon certification by the Initial Decision Maker, determines that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - .2 Accept assignment of subcontracts pursuant to Section 5.4;
 - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work; and
 - .4 Terminate the Contractor's right to proceed with a separate part of the Work if the Owner so elects.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be retained by the Owner. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect and Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

- § 14.3.1 The Owner may, without cause and without prejudice to or waiving any other right or remedy of the Owner, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
 - .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
 - .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

- § 14.4.1 The Owner may, at any time, without prejudice or waiving any other right or remedy of the Owner, terminate the Contract in whole or in part for the Owner's convenience and without cause. Termination by the Owner under this Section shall be by a Notice of Termination delivered to the Contractor specifying the extent of termination and the effective date.
- § 14.4.2 Upon receipt of a Notice of Termination for convenience, the Contractor shall immediately, in accordance with instructions from the Owner, proceed with performance of the following duties regardless of delay in determining or adjusting amounts due under this Section:
 - .1 Cease operations as specified in the notice;

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- .2 Place no further orders and enter into no further Subcontracts for materials, labor, services or facilities except as necessary to complete continued portions of the Contract;
- except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- .4 Proceed to complete the performance of Work not terminated;
- .5 Take actions that may be necessary or that the Owner may direct for the protection and preservation of the terminated Work.
- § 14.4.3 Upon such termination, the Contractor shall recover as its sole remedy, payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely purchased or fabricated off the Project site, delivered and stored in accordance with the Owner's instructions plus demobilization costs. The Contractor hereby waives and forfeits all other claims for payment and damages, including without limitation, anticipated profits.
- §14.4.4 The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work; (2) claims which the Owner has against the Contractor under the Contract and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Contract Sum.
- §14.4.5 The payment to the Contractor pursuant to this Section may not exceed the total Contract Price as reduced by:
 - The amount of payments previously made
 - 2 The Contract price of work not terminated.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension or time, and/or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by the Contractor must be initiated by written notice to the Owner Representative as described in Section 1.1.1.1 and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved by the Contractor in writing within the time limits set forth in this Section 15.1.2. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in Article 15 shall not commence until a written notice from the Contractor is received by the Owner Representative. No such claim shall be valid unless so made. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

§ 15.1.4.1 If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§15.1.4.2 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be made in accordance with the provisions of this Article 15.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

- § 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. No such claim shall be valid unless made in accordance with the provisions of this Article 15. In the case of a continuing delay, only one Claim is necessary.
- § 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES NOT USED.

- § 15.1.7 Injury or Damage to Person or Property. If the Contractor suffers injury or damage to person or property because of an act or omission of the Owner Representative, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- § 15.1.8 Claims for Concealed or Unknown Conditions: If, upon or subsequent to the Contractor's and its Subcontractors' site visits and performance of the tests, examinations and inspections required by Section 3.2.2, the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor will promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 5 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different in the respects noted above and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. Any claim by the Contractor in opposition to such determination must be made within 21 days after the Architect has given notice of the recommendation. The Owner Representative will have the final authority to accept or reject the Architect's recommendations, which decision by the Owner Representative shall be subject to further proceedings pursuant to Article 15.

§ 15.2 INITIAL DECISION

- § 15.2.1 Claims by the Contractor, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the AIA 101-2007 Section 6.1 of the Contract. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed. The decision by the Initial Decision Maker in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Initial Decision Maker is vacant, (2) the Contractor has not provided evidence or (3) the Initial Decision Maker has failed to take action required under Section 15.2.2 within thirty (30) days after the Claim is made.
- § 15.2.2 The Initial Decision Maker will review Claims by the Contractor and within thirty (30) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if

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the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

- § 15.2.3 In evaluating Claims of the Contractor, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim of the Contractor or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.4.1 If a Claim of the Contractor has not been resolved after consideration of the foregoing, the Initial Decision Maker will render a written decision on the claim, including any change in the Contract Sum or Contract Time or both, which decision shall be final and binding but subject to meeting and mediation pursuant to Section 15.3 of this document and arbitration or litigation pursuant to Connecticut General Statutes Section 4-61 and Section 15.4 of this Contract to the extent applicable.
- § 15.2.5 NOT USED.
- § 15.2.6 NOT USED.
- § 15.2.6.1 NOT USED.
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 15.2.8 NOT USED.

§ 15.3 MEDIATION

- § 15.3.1 Claims of the Contractor except those waived as provided for in Section 9.10.5 shall be submitted to the meeting and mediation process described in the Sections which follow, prior to and as a precondition to the Contractor pursuing any other available remedy. Claims by the Owner, at the option of the Owner, may be submitted to such meeting process and/or mediation process, and, in such event, Contractor shall be required to submit to and participate in such a meeting and/or mediation. The meeting shall be between the parties and attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- § 15.3.2 The meeting referenced in Section 15.3.1 shall be held promptly, but not less than fourteen (14) calendar days after a party's request for the meeting. The Contractor shall not submit any claim to mediation in accordance with the provisions of Sections 15.3.1 through 15.3.6 until fourteen (14) calendar days after the date of the meeting.
- § 15.3.3 In connection with any such mediation, a request for mediation shall be made in writing, delivered to the other party to the Contract. The request may be made concurrently with the filing of applicable binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) calendar days from the date of filing, unless stayed for a different period of time by agreement of the parties or as modified by court order.
- § 15.3.4 The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from a mutually agreed upon dispute resolution entity if they have been unable to agree upon such appointment within twenty (20) calendar days from the submittal of the request for mediation. If the parties are unable to agree on the dispute resolution entity, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Contract.

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- § 15.3.5 The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of sixty (60) calendar days from the date of submittal, or until the parties reach impasse as evidenced by a letter from a party to the mediator, whichever first occurs. If the parties are not successful in resolving the dispute through mediation, then the parties may pursue other legal remedies available to them.
- § 15.3.6 Should the Owner request, the Contractor agrees to participate as a party in any mediation proceeding between the Owner and the Architect or other Consultant for the Project in which construction deficiencies, contract breaches, or other alleged wrongful acts by the Contractor are alleged.
- § 15.4 ARBITRATION OR LITIGATION OF CLAIMS
- § 15.4.1 NOT USED.
- § 15.4.1.1 NOT USED.
- § 15.4.2 NOT USED.
- § 15.4.3 NOT USED.
- § 15.4.4 Should the Owner have a claim against the Contractor, the parties agree that the Owner, whether or not it elects to proceed with the meeting process or mediation described in Section 15.3, shall have the option of either prosecuting the claim against the Contractor in an appropriate court of general jurisdiction, or by arbitrating the claim by filing a demand for arbitration pursuant to the rules of a dispute resolution entity agreed upon by the parties, except that if the parties cannot agree upon a dispute resolution entity, the rules of the American Arbitration Association shall apply.
- § 15.4.5 Should the Contractor have a claim against the Owner which has not been resolved by mediation or any other procedure set forth in this Contract, the Contractor's rights to assert its claim against the Owner shall be subject to the provisions of Connecticut General Statutes Section 4-61.

§ 15.4.6 CONSOLIDATION OR JOINDER

§ 15.4.6.1 Should either the Contractor institute an arbitration to the extent authorized by Section 4-61 of the Connecticut General Statutes or the Owner institute an arbitration as set forth herein, the Contractor agrees that any such arbitration may be consolidated, at the Owner's discretion, with any arbitration proceeding involving the Owner and the Architect or other Consultant for the Project in which construction or design deficiencies, breaches of contract, or any other alleged wrongful acts by the Contractor or Architect are alleged.

§ 15.4.6.2 NOT USED.

§ 15.4.6.3 NOT USED.

ARTICLE 16 CODE OF CONDUCT

§ 16.1 CODE OF CONDUCT

§ 16.1.1 In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the Owner has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). The Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at http://csr.uconn.edu/. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent the Contractor is required to comply with the same pursuant to this section.

The Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. The Contractor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by the Contractor to the Owner in writing. Any such commitment or representation is hereby incorporated herein by reference. The Contractor agrees to provide the Owner with such evidence of Contractor's compliance with this section as the Owner reasonably requests and to, at the request of the Owner, provide a comprehensive, annual summary report of the Contractor's corporate social and environmental practices.

ARTICLE 17 BACKGROUND CHECKS

- § 17.1 The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract unless that employee, independent contractor or agent has satisfactorily completed a background check and is deemed suitable by the Contractor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal arrest information for the past seven years, a check of the national and state sex offender registries and a social security number verification. All fees associated with the background checks shall be the responsibility of the Contractor. The Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract on campus if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or at the request of the Owner based on a concern of community or individual safety.
- § 17.2 Without limiting the obligations of the Contractor under § 3.18 of this Contract, the Contractor shall defend, indemnify and hold harmless the state of Connecticut, the Owner and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of the Contractor, its employees, or other persons that the Contractor causes to be on the campus.

ARTICLE 18 OWNER POLICIES

The Contractor shall, at no additional cost to the Owner, comply with all policies and procedures of the Owner. In the event the Owner establishes new policies or procedures following execution of the contract, or makes modifications to policies or procedures in existence at the time of contract execution, the Contractor shall comply with such new or modified policies or procedures upon written notice.

ARTICLE 19 SOVEREIGN IMMUNITY

§ 19.1 The parties acknowledge and agree that nothing in this Contract shall be construed as a waiver by the State of Connecticut or the Owner of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Contract. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

User Notes:

OWNER (Signature)	CONTRACTOR (Signature)	
Executive VP for Administration & CFO	,	
Duly Authorized: CGS §§ 10a-109d; 10a-109n		
(Printed name and title)	(Printed name and title)	
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STATE OF CONNECTICUT UNIVERSITY OF CONNECTICUT

VARIOUS LOCATIONS STORRS, CT 06269

ACADEMIC BUILDINGS RENOVATIONS

PROJECT NO. 122314AA

PROJECT MANUAL SPECIFICATIONS

ARCHITECTS

GREGG WIES & GARDNER ARCHITECTS, LLC 151 EAST STREET NEW HAVEN, CT 06511 (203) 468-1967

MECHANICAL ELECTRICAL & PLUMBING ENGINEERS

INNOVATIVE ENGINEERING SERVICES, LLC (IES)
2764 THOMPSON STREET
EAST HAVEN, CT 065134
(203)467-4370

05 JUNE 2015

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SECTION 01-1000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Work under separate contracts.
- 4. Time of Completion.
- 5. Access to site and Contractor Parking.
- 6. Coordination with occupants.
- 7. Work restrictions.
- 8. Work Sequence.
- 9. Miscellaneous provisions.

B. Related Requirements:

- 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
- 2. Division 01 Section "Submittal Procedures" for submittal requirements prior to start of work.

1.3 PROJECT INFORMATION

A. Project Identification: General Academic Building Renovations – UCONN, Storrs Campus – Project No. 122314AA.

B. BUILDINGS INCLUDED:

- 1. Beach Hall
- 2. Hall Building
- 3. Merle S Klink Hall

- 4. Koons Hall
- 5. Jones Building
- 6. Ratcliffe Hicks
- 7. White Building
- 8. Wood Hall
- C. Owner: University of Connecticut
 - 1. Owner's Representative: Peter Dunnack, PM, Director of Building Renovations, UCONN Storrs, (860) 486-5556; (860) 933-2209 ©
 - 2. Owner's Representative, C. Antoaneta, AIA, LEED AP, UCONN Office of Planning Architectural & Engineering Services. (860) 386-8902; (860) 208-3295 ©
- D. Architect: Gregg Wies & Gardner Architects, LLC
 - 1. Architect's Representative , Glenn H Gregg, FAIA, PIC or Amy Kraycir, PM & Interior Designer (203) 468-1967, (203) 988-5413
- E. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
 - 1. Innovative Engineering Services, LLC. (IES) (MEP) Dave Maurer, PIC or Rich Bialecki, PM (203)467-4370
 - 2. GNCB Consulting Engineers, Charles Brown, PE, PIC (860) 388-1224
 - 3. Slocum Construction & Estimating Services, Hudson, NY, Evan Slocom, (518) 822-2834
 - 4. P.Sherman, PE, Code Consultant,
- F. Other Owner Consultants: The Owner has retained the following design professionals who have prepared designated portions of the Contract Documents:
 - 1. See Section 1.5 "Work Under Separate Contract" for work provided by University Vendors.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. <u>General</u>: New interior finishes for eight (8) Academic Classroom Buildings (see list above), consisting primarily of new flooring and base board, new prep and paint (and, in most locations, ceilings) walls, where noted, new ATC on ceilings
 - a. In all areas where noted and where shown on MEP drawings, provide and install new replacement LED lighting.

- b. In all areas where noted.and where shown on MEP drawings, new replacement Exit lighting.
- c. In all areas where noted and where shown on MEP drawings, new replacement Emergency lighting.
- d. Replace bulletin boards on corridors where shown on the drawings.
- e. Replace drinking fountains in oorridors where shown on the drawings, primarily in existing locations, with new 'bottle filler type' units supplying chilled and filtered water.
- f. Replace existing signs at the doors where shown on the drawings using the University's standard signage system
- 2. Work coordinated by GC provided by University:
 - a. Furniture (seating & tables removal, protection and re-installation as required)
 - b. Items on Bulletin Boards and Items of walls and doors (items designated by the University to be removed, stored & protected and re-installed as required). Any items not clearly marked to be retained is to be discarded.
 - c. Audio system (conduit by GC's sub)
 - d. Security Camera system
- 3. Removal of all debris caused by this Contract.
 - 4. Protection for the public, building, grounds from damage during this contract is the responsibility of the Contractor for this project at all times.
 - 5. Repair or replace landscaping including trees, shrubs or other planting disturbed during the Work of the contract with new to match existing, unless otherwise noted. Regrade and reseed any grass area damaged as a result of the Work. Repair any walkways or paved areas damaged as a result of the Work.

1.5 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with contractors that may have been issued separate contract(s) to perform certain construction operations at the site prior to or during construction activity under this contract so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.6 TIME OF COMPLETION

- A. Work required by the project shall commence immediately upon receipt of a Notice to Proceed.
 - 1. The successful bidder shall obtain the Certificate of Substantial Completion as defined in the Contract Documents within **90** calendar days of the Notice to Proceed.

- 2. Substantial Completion as defined in the Contract Documents must be achieved and evidenced by a Certificate of Substantial Completion no later than **21 August, 2015**
- 3. Due to the nature of this institution, it is required that the academic schedule must be maintained. Contractor shall cooperate and coordinate with the University to assure that the academic schedule will be maintained.
- 4. No Work may be conducted during University exam periods without the written permission from the University Representative. Exam periods which may affect this project are scheduled per attached link: http://www.registrar.uconn.edu/calendar.htm

1.7 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas indicated; allow for Owner occupancy and use by the public. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to areas within Contract Limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 3. Burial of Waste Materials: No not dispose of organic and hazardous material on site, either by burial or by burning.
 - 4. All grounds including construction site within contract limit shall be kept neat and orderly at all times.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
- D. Contractor's Parking: Contractors working for the University of Connecticut at the regional campus will work with the University Representative to determine where contractors are allowed to park during the course of the Project.
 - 1. Construction vehicles may park within the fenced construction area. Personal vehicles are not considered construction vehicles.
 - 2. Restore all lawn, sidewalk, paved areas damaged by vehicles and or construction activities to their original condition.

- 3. Contractors working for the University of Connecticut at Storrs Campus are required to obtain a parking permit through the Parking Services Office. For additional information please contact the Parking Services Office at 860-486-4930. The Contractor is responsible for payment of all fees for parking permits. Parking fees may be prorated monthly.
 - a. The University will provide a maximum of three (3) contract parking places in the vicinity of the work. Additional parking required by the Contractor will be designated at a location specified by the Owner's Representative.
 - b. Construction vehicles are exempt from this requirement.
- E. Contractor shall restrict use of construction related trucks on local roads, such as Hillyndale, Eastwood and Westwood Road.
- F. Refer to Section 01-3300 Par 2.1.L Safety Plan for submittal requirements prior to site access

1.8 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
- B. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building, prior to Substantial Completion provided that such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 1. A Certificate of Substantial Completion will be executed for each specific portion of the Work to be occupied prior to Owner occupancy.
 - 2. Certifications. The Contractor at completion of construction shall provide to the University a "Certificate of Substantial Compliance with the State Building and Fire Safety Codes" bearing original signatures of an officer of the company stating: "This is the CERTIFY that in my professional opinion the complete structure/renovations described above is in substantial compliance with the approved construction documents on file with the University of Connecticut. Minor deviations and special stipulations are noted below (if any)".
 - 3. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed.

Upon occupancy the Owner will provide operation and maintenance of mechanical and electrical systems in occupied portions of the building.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 4:30 p.m., Monday through Friday, unless otherwise indicated. Permission must be requested and approved in writing to perform work outside the normal working hours or on a State Holiday.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Obtain Owner Representative written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner Representative not less than two days in advance of proposed disruptive operations.
- E. Controlled Substances: Use of tobacco products and other controlled substances is not permitted.
- F. In addition to reasons determined by the University, approval of deviations in work hours is dependent upon availability of University supervisory personnel.
 - 1. No person shall be employed to work or permitted to work more than eight hours in any day or more than forty hours in any week on any work provided for under this Contract. The observance of such limitations of hours of work may be suspended during an emergency, upon approval of the Executive Director of Architectural and Engineering Services.
- G. If the Contractor determines that work on this project must be performed during a time other than normal working hours of the University, costs for any premium time must be included in the Base Bid.
- H. No Work may be conducted during University exam periods without the written permission from the University Representative. Exam periods which may affect this project are scheduled per attached link: http://www.registrar.uconn.edu/calendar.htm

1.10 WORK SEQUENCE

A. The responsibility of phasing the Work falls entirely on the Contractor.

1.11 MISCELLANEOUS PROVISIONS

A. Certifications

- 1. The Contractor, at completion of construction, shall provide to the University a "Certificate of Substantial Compliance" bearing original signatures of an officer of the company stating: "this is to CERTIFY that, in my professional opinion, the complete structure/renovations described above is in substantial compliance with the approved construction documents on file with the University of Connecticut. Minor deviations and special stipulations are noted below (if any)"
- 2. Prior to Owner's approval and acceptance, mechanical and electrical systems shall be fully operational and tested.
- 3. Exposure levels for lead in the construction industry are regulated by 29CFR 1926.62. Construction activities disturbing surfaces containing lead-based paint (LBP) which are likely to be employed, such as sanding, grinding, welding, cutting and burning, have been known to expose workers to levels of lead in excess of the Permissible Exposure Limit (PEL). Conduct all work specified in the technical sections of this specification in conformance with these regulations. In addition, construction debris/waste may be classified as hazardous waste. Disposal of Hazardous Waste Management Regulations Section 22a-209-1; 22a-209-8(c); 22a-449(c)-11; and 22a-449(c)-100 through 110. These facilities were constructed prior to 1978 and are likely to have painted surfaces containing lead-based paint. (This Section Not Anticipated).
- 4. Original construction drawings are provided for information and reference only and do not represent exact conditions existing in the buildings. The Contractor is responsible for all work described in the scope of work regardless of information provided in the reference drawings. This information is offered in good faith for information only, solely for the purpose of placing the Contractor in receipt of all information known to the University at this time. Unless otherwise provided, this data is not to be considered a part of the contract documents. The University does not warrant or represent that the information contained in these reports is complete or accurate but only that it constitutes a disclosure of the information known to the Owner at this time regarding these conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01-1000

SECTION 01-2500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 2. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
- c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- j. Cost information, including a proposal of change, if any, in the Contract Sum.
- k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- I. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than Thirty (30) days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Substitution request is fully documented and properly submitted.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
 - j. Requested substitution does not require additional design changes to be performed by the architect/engineer in order to incorporate the substitution into the work.
- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01-2500

SECTION 01-3100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project Meetings.
 - a. Pre-construction conference
 - b. Pre-installation conference
 - c. Progress meetings
 - d. Coordination meetings
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

C. Related Requirements:

- 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
- 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points
- 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment

fabricated to a special design. Use of CSI Form 1.5A is recommended. Include the following information in tabular form:

- 1. Name, address, and telephone number of entity performing subcontract or supplying products.
- 2. Number and title of related Specification Section(s) covered by subcontract.
- 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel: Within fifteen (15) days of starting construction operations, submit a list of key personnel assignments, including project manager, superintendent, safety engineer and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.
 - 2. The University requires as a minimum, the following Key Personnel be assigned to this project. Each position shall be a full-time individual, dedicated to the position listed.
 - a. Project Manager (on site a minimum of once a week)
 - b. Project Superintendent (on-site full time for duration of project)
 - 3. Each individual listed above shall have not less than five (5) years experience performing work of a similar nature to this project and in a comparable position to the position assigned on this project. Resumes will be required on all key personnel prior to acceptance. Removal of any personnel denoted as Key Personnel from the project will require Owner's prior approval.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Weekly inspections of project by the safety officer are required. Safety inspector report to be submitted weekly to the University Representative.
 - 3. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 4. Make adequate provisions to accommodate items scheduled for later installation.

- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Project closeout activities.
 - 7. Startup and adjustment of systems.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: **PRIOR TO START OF WORK:** Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.

- c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
- f. Indicate required installation sequences.
- g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

- 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
- 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
- 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
- 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
- 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
- 6. Mechanical and Plumbing Work: Show the following:
 - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems.
 - b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment.
 - c. Fire-rated enclosures around ductwork.

7. Electrical Work: Show the following:

- a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger.
- b. Light fixture, exit light, emergency battery pack, smoke detector, and other firealarm locations.
- c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.

- d. Location of pull boxes and junction boxes, dimensioned from column center lines.
- 8. Fire-Protection System: Show the following:
 - a. Locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads. (Not Required)
- 9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
- 10. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Division 01 Section "Submittal Procedures."

1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

- C. RFI Forms: AIA Document G716.
 - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow five (5) working days for Architect's response for each RFI. RFIs received by Architect after 2:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five (5) days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly or as directed by Owner's representative. Use CSI Log Form 13.2B is recommended. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven (7) days if Contractor disagrees with response.
 - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three (3) days of the meeting.
- B. Preconstruction Conference: The successful bidder shall attend a preconstruction conference and organizational meeting at the University of Connecticut Office of Architectural and Engineering Services, with the University Representative prior to any field work to review responsibilities and personnel assignments and to insure that Specifications, drawings and all conditions are understood to properly complete this Contract.
 - 1. The meeting will be scheduled by the University Representative.
 - 2. Attendees: The Owner, University Tree Warden, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications and emergency phone numbers.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents and correspondence.
 - k. Submittal procedures.
 - I. Sustainable design requirements.
 - m. Preparation of record documents.
 - n. Use of the premises, including dust and noise control.
 - o. Parking and parking permits
 - p. Work restrictions including working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Office, work, and storage areas.

- w. Equipment deliveries and priorities.
- x. First aid.
- y. Unacceptable behavior
- z. Security.
- aa. Progress cleaning.
- bb. UConn Construction Safety Manual, Safety procedures, including the University's Hazard Communication Program and policies on pest control, asbestos, lead-based paints, lockout/tagout procedures, excavation and trenching, disposal of PCB containing light ballasts, use of solvents, solvent or epoxy based paints, confined space entries and use of open flames.
- 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect, and Owner's Representative of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals, shop drawings, product data, and quality control samples.
 - h. Sustainable design requirements.
 - i. Review of mockups.
 - j. Possible conflicts.
 - k. Compatibility requirements.
 - I. Time schedules.
 - m. Weather limitations.
 - n. Manufacturer's written instructions.
 - o. Warranty requirements.
 - p. Compatibility of materials.
 - q. Acceptability of substrates.
 - r. Temporary facilities and controls.
 - s. Space and access limitations.
 - t. Safety.
 - u. Regulations of authorities having jurisdiction.
 - v. Testing and inspecting requirements.
 - w. Installation procedures.
 - x. Coordination with other work.
 - y. Required performance results.

- z. Protection of adjacent work.
- aa. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at the Project Site at regularly (minimum biweekly) scheduled intervals.
 - 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Status of stainable design documentation, if required.
 - 5) Deliveries.
 - 6) Off-site fabrication problems.
 - 7) Access.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of correction of deficient items.
 - 13) Field observations.

- 14) Status of RFIs.
- 15) Status of proposal requests.
- 16) Pending changes.
- 17) Status of Change Orders.
- 18) Pending claims and disputes.
- 19) Documentation of information for payment requests.
- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information. Contractor shall distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report. Submit report no later than 3 days after each progress meeting date.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Conduct Project coordination meetings at regular intervals convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
 - 1. Attendees: Every party currently involved in coordination or planning for the construction activities involved. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01-3100

SECTION 01-3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals, including;
 - 1. Contractor's construction schedule
 - 2. Submittal schedule
 - 3. Shop Drawings
 - 4. Product Data
 - 5. Samples
 - 6. Site Mobilization Plan

B. Related Requirements:

- 1. AlA Document A101 Contract Article 5 "Payments" for submitting Applications for Payment and the schedule of values.
- 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
- 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
- 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Scheduled date for Architect's final release or approval.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

- a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 10 days for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 - 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- C. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 - 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - I. Other necessary identification.

- 4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to University Representative.
- 5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Use AIA Document G810
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 - 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 - 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Specification Section number and title.
 - h. Related physical samples submitted directly.
 - i. Indication of full or partial submittal.
 - j. Transmittal number.
 - k. Submittal and transmittal distribution record.
 - I. Remarks.
- E. Options: Identify options requiring selection by Architect.

- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections. Transmit each submittal from Contractor to University Representative using a transmittal form.
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Action Submittals: Submit seven (7) paper copies of each submittal unless otherwise indicated. Architect will return three (3) copies.
 - 3. Informational Submittals: Submit four (4) paper copies of each submittal unless otherwise indicated. Architect will not return copies.
 - 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Notation of coordination requirements.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before or concurrent with Samples.
 - 6. Submit Product Data in the following format:
 - a. Four (4) paper copies of Product Data unless otherwise indicated. Owner will retain one (1) copy and Architect will retain one copy; remainder will be returned.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 - 3. Submit Shop Drawings in the following format:
 - a. Five (5) opaque copies of each submittal. Owner will retain one (1) copy and Architect will retain two (2) copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
- 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
- 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
- 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three (3) sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

- E. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Division 00 Section "Payment Procedures."
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- J. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

K. Site Mobilization Plan

1. Prior to the start of operations on the site, the Contractor shall submit to the University Representative, a Site Mobilization Plan which shall indicate pertinent dates and times, logistics, construction fence, laydown area, traffic flow and compliance with the General Requirements to a level of detail commensurate with the complexity of the construction and the sensitivity of the Owner's ongoing activities on site.

L. Safety Plan

- 1. Prior to, and as a condition of mobilization on site, the Contractor shall submit a Safety Plan consisting of no less that the following information:
 - a. Material Safety Data Sheets for all potentially harmful substances.
 - b. A list of Contractor, Subcontractor, and University personnel to be notified in the event of an emergency.
 - c. A list of Contractor's personnel to be notified by the University in the event of an emergency during "off" hours.
 - d. Evacuation Plans.
 - e. Emergency medical procedures.
 - f. Locations of emergency medical equipment.
 - g. Completed Contactor Receipt Acknowledgement Form from the last page of the University of Connecticut, Contractor EHS Manual (http://www.ehs.uconn.edu/ppp/Contractor EHS Manual.pdf)

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to University Representative. The University Representative will transmit submittals to Architect for action unless otherwise agreed upon arrangements are made.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return the submittal to contractor with a copy to the University Representative. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 01-3300

SECTION 01-7900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.

B. Related Requirements:

1. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
 - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.4 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Pre-instruction Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
 - 1. Inspect and discuss locations and other facilities required for instruction.
 - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 - 3. Review required content of instruction.
 - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

1.6 PRODUCTS

1.7 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.

- d. Regulatory requirements.
- e. Equipment function.
- f. Operating characteristics.
- g. Limiting conditions.
- h. Performance curves.
- 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.
 - d. Project record documents.
 - e. Identification systems.
 - f. Warranties and bonds.
 - g. Maintenance service agreements and similar continuing commitments.
- 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
- 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - I. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:

- a. Diagnostic instructions.
- b. Test and inspection procedures.

7. Maintenance: Include the following:

- a. Inspection procedures.
- b. Types of cleaning agents to be used and methods of cleaning.
- c. List of cleaning agents and methods of cleaning detrimental to product.
- d. Procedures for routine cleaning
- e. Procedures for preventive maintenance.
- f. Procedures for routine maintenance.
- g. Instruction on use of special tools.

8. Repairs: Include the following:

- a. Diagnosis instructions.
- b. Repair instructions.
- c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
- d. Instructions for identifying parts and components.
- e. Review of spare parts needed for operation and maintenance.

PART 2 - EXECUTION

2.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

2.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner through Owners Representative with at least seven days' advance notice.

- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

SECTION 02-2070 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section

1.2 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in locations indicated.
- D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.
- 1.3 Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.
- 1.4 Provide record "as-built" drawings at Project closeout according to Division 1 Section "Contract Closeout."
 - A. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.
- 1.5 Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction
- 1.6 Owner assumes no responsibility for actual condition of building pieces to be selectively demolished.
- 1.7 Storage or sale of removed items or materials on-site will not be permitted.
- 1.8 Summary of Demolition Work: In general, Selective Demolition scope includes but not limited to:
 - A. Cut masonry walls where required to accommodate any buried electrical wiring.
 - B. Cut slab and trench for buried drainage piping
 - C. Miscellaneous wall penetrations to run electric power and/or plumbing supply and drainage connections.

- D. Remove existing flooring and base whether resilient, tile or other flooring to prepare floor for the placement of new material.
- E. Coordinate trades for the preparation of sub-surface under new flooring; provide all floor prep material and installation appropriate for new finish floor being install above.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

- 3.1 Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.
- 3.2 Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- 3.3 Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- 3.4 Utility Requirements: Locate, identify, shut off, disconnect, and seal or cap off indicated utility services serving building to be selectively demolished.
 - A. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.
 - B. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- 3.5 If required, employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during selective demolition operations.
- 3.6 Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities. Suggest removing debris in one move via truck.
- 3.7 Conduct demolition operations to prevent injury to people and damage to adjacent buildings, facilities, and site improvements to remain. Ensure safe passage of people around selective demolition area.
 - A. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.
 - B. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.
 - C. Cover and protect furniture, furnishings, and equipment that have not been removed.
- 3.8 Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt

- migration and to separate areas from fumes and noise.
- 3.9 Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of building to be selectively demolished.
- 3.10 Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
- 3.11 Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- 3.12 Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.
- 3.13 Demolish and remove existing construction only to the extent required by new construction and as indicated.
- 3.14 Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- 3.15 Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- 3.16 Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.
- 3.17 Patch and repair floor and wall surfaces in the new space where demolished walls or partitions extend one finished area into another. Provide a flush and even surface of uniform color and appearance.
- 3.18 Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
- 3.19 Existing walls are to be cleared of items on walls and bulletin boards such as notices, advetisements, announcements, invitations, etc., and stored or disposed of determined by the UConn PM.
- 3.19 Disposal: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - A. Do not burn demolished materials.
 - B. Dispose of demolished materials at designated spoil areas on Owner's property.
 - C. Transport demolished materials off Owner's property and legally dispose of them.
 - D. Sweep the building broom clean on completion of selective demolition operation.

END OF SECTION 02-2070

ECTION 02-8200 - ASBESTOS ABATEMENT

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Drawings apply to this Section.
- B. The Asbestos Abatement Contractor shall refer to other Sections of the Specifications for work, which may impact the sequence, or the work of this Section. Examine all Architectural Drawings and all other Sections of the Specifications for requirements of related sections affecting the work of this Section.
- C. The work specified herein will be the abatement of asbestos-containing materials (ACM) by persons who are knowledgeable, qualified, and trained in removal, treatment, handling, and disposal of asbestos-containing material, and subsequent cleaning of the affected environment. The Asbestos Abatement Contractor shall have a Competent Person in control of the job site at all times during asbestos abatement work. For this project, the Competent Person shall have received a minimum of 40 hours of asbestos training as an Asbestos Supervisor in accordance with State of Connecticut, Department of Public Health (DPH), Asbestos Regulations and Occupational Safety and Health Administration (OSHA) 29 CFR 1926.1101. The person must comply with applicable Federal, state, and local regulations that mandate work practices, and be capable of performing the work of the contract.
- D. The Asbestos Abatement Contractor shall be licensed by the State of Connecticut in accordance with State of Connecticut Regulations; Sections 20-440-1 through 9 and 20-441. The Asbestos Abatement Contractor shall be prohibited to subcontract any asbestos abatement work. Site supervisors and workers shall be certified in accordance with Sections 20-437 and 20-438 of the Connecticut General Statutes and Section 20-440-5 of the Regulations of Connecticut State Agencies. The licensing and certification requirements are available from the Environmental Health Services Division, Department of Public Health, 410 Capitol Avenue, P.O. Box 340308, Hartford, CT 06134-0308.

1.2 EXISTING CONDITIONS

- A. Asbestos-containing materials exist in the Project Area of the eight (8) designated buildings in the formdesrie in the Universty's report (attached)..
- B. The intent of the project is to remove asbestos-containing materials that would otherwise be impacted by renovation / demolition activities in the Academic Buildings Project Area.

1.3 SCOPE OF WORK

A. The Asbestos Abatement Contractor shall furnish all labor, materials, services, training, insurance, and equipment as needed to complete removal of asbestoscontaining and asbestos-contaminated materials located as indicated below. The

Asbestos Abatement Contractor shall follow all Federal, State and Local ordinances, regulations and rules pertaining to asbestos, including its abatement, storage, transportation and disposal.

- B. An asbestos inspection indicates asbestos-containing materials are present within the Project Area and other parts of the building. A complete listing of all suspect materials sampled, results of testing and confirmed ACM locations is included in the asbestos inspection report for Yale University West Campus, Building A-21, and the supplemental inspection report for W-CSC B Office Upgrades Project Area dated September 12, 2014. The Asbestos Abatement Contractor shall verify all quantity estimates and conditions affecting removal of all asbestos-containing materials to be abated under this contract. No additional compensation and/or contract time shall be granted to the Asbestos Abatement Contractor for failure to perform this requirement or for variations in the estimates presented herein.
- C. The scope of work includes the removal of ACM associated with planned building renovations and cleaning of components and surfaces to remain upon completion of asbestos removal.
- D. The scope of work included in this section includes but is not limited to the removal of the following ACM:
 - 1. Foundation waterproofing mastic material at building exterior adjacent to interior Work Room 0225. The extent of removal to be approximately three-foot vertical height, for the length of skylight plus approximately one-foot on the left and right perpendicular wing walls, as necessary to complete Architect's Scope of Work. Refer to Building A11 Demolition Plan for location.

1.4 QUALIFICATIONS

- A. The Contractor performing the abatement work of this section ("Asbestos Abatement Contractor") shall be an Asbestos Abatement Contractor licensed to perform asbestos operations in the State of Connecticut. Asbestos Abatement Contractor shall submit license number and proof of licensure.
- B. Submit the following information for review and approval by the Owner. This information is required to be submitted with the General Bid. Failure to provide this information and/or meet this qualification to the approval of the Owner will result in rejection of the Asbestos Abatement Contractor who performs the work of this Section.
 - 1. The project name, contact person and phone number of five (5) projects completed of similar size and scope.
 - 2. A detailed description of the project including contract value and duration.
 - 3. A list of all previous and/or pending violations the Company has received within the last five- (5) years from a state or federal agency with regards to Asbestos Abatement Work.

C. The Asbestos Abatement Contractor shall not begin work until all credentials outlined above are reviewed and approved by the Owner and Consultant.

1.5 CODES AND STANDARDS

- A. All regulations and other governing agencies in their most current version are applicable throughout this project. Where there is a conflict between this Specification and the cited State, Federal, or local regulations, the more restrictive or stringent requirements shall prevail. It is the Asbestos Abatement Contractor's responsibility to know, understand, and abide by all such regulations.
- B. Occupational Safety and Health Administration (OSHA)
 - 1. 29 CFR 1910.134 Respiratory protection.
 - 2. 29 CFR 1910.146 Confined Space
 - 3. 29 CFR 1910.1001, 1101 Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite.
 - 4. 29 CFR 1910.1200 Hazard Communication.
 - 5. 29 CFR 1926.21 Safety Training and Education.
 - 6. 29 CFR 1926.32 Definitions.
 - 7. 29 CFR 1926.51 Sanitation.
 - 8. 29 CFR 1926.55 Gases, vapors, fumes, dusts, and mists.
 - 9. 29 CFR 1926.59 Hazard Communication.
 - 10. 29 CFR 1926.62 Lead Exposure in Construction.
 - 11. 29 CFR 1926.200 Accident Prevention Signs and Tags.
 - 12. 29 CFR 1926.417 Lockout and Tagging of Circuits.
 - 13. 29 CFR 1926.450 452 Ladders and Scaffolding.
 - 14. 29 CFR 1926.1101 Asbestos.
- C. Environmental Protection Agency (EPA)
 - 1. 40 CFR 61, Subpart M National Emission Standards for Hazardous Air Pollutants; Asbestos NESHAP Revision; Final Rule.
 - 2. 40 CFR 261 (hazardous waste identification)
 - 3. 40 CFR 262-266 (disposal requirements
 - 4. 40 CFR 262.34(c)(1) (waste accumulation
 - 5. 40 CFR 262.12 (waste generation, EPA identification number, responsibilities).
 - 6. 40 CFR 262.20-23 (waste manifesting).
 - 7. 40 CFR 262.30-33 (waste packaging, labeling, marking and placarding).
 - 8. 40 CFR 300-399 Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).
 - 9. 40 CFR 763, Subpart E Asbestos School Hazard Emergency Response Act (ASHERA).
 - 10. 40 CFR 763, Subpart G Worker Protection Rule.
 - 11. 40 CFR 763, Appendix C to Subpart E Asbestos Model Accreditation Plan (MAP).
- D. State of Connecticut, Department of Public Health (DPH)

- 1. Section 19a-332a-1 through 19a-332a-16 Standards for Asbestos Abatement.
- 2. Section 19a-332e-1 through 19a-332a-8 Civil Penalties for Violation of Asbestos Abatement Laws.
- 3. Section 20-440-1 through 20-440-9 Licensure and Training Requirements for Persons Engaged in Asbestos Abatement and Asbestos Consultation Services.
- 4. Section 20-441 Refresher Training.

E. American National Standards Institute (ANSI)

- 1. ANSI Z9.2 Fundamentals Governing the Design and Operation of Local Exhaust Systems.
- 2. ANSI Z88.2 Respiratory Protection.

F. American Society of Testing and Materials (ASTM)

- 1. ASTM E 84 Surface Burning Characteristics of Building Materials.
- 2. ASTM E 96 Water Vapor Transmission of Materials.
- 3. ASTM E 119 Fire Tests of Building and Construction Materials.
- 4. ASTM E 736 Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members.
- 5. ASTM E 1368 Visual Inspection of Asbestos Abatement Projects.
- 6. ASTM E 1494 Encapsulants for Spray- or Trowel- Applied Friable Asbestos-Containing Building Materials.

G. Underwriters Laboratories, Inc. (UL)

- 1. UL 586 High-Efficiency, Particulate, Air Filter Units.
- H. Department of Transportation (DOT)
 - 1. 49 CFR 171.14(b)(4) (placarding).
 - 2. 49 CFR 172.300-308, 324 (marking).
 - 3. 49 CFR 172.400, 466 (labeling).
 - 4. 49 CFR 172.500, 504, 560 (placarding).

1.6 FEES, PERMITS AND LICENSES

- A. Asbestos Abatement Contractor shall be responsible for costs associated with licensing and notification and all other fees related to the Asbestos Abatement Contractors ability to perform the work in this Section.
- B. It is the Asbestos Abatement Contractor's responsibility to secure all necessary permits and send out proper notifications in conjunction with asbestos removal, hauling, and disposition, and timely notifications of such actions, as may be required by Federal, State and Local authorities.

1.7 SUBMITTALS

- A. The Asbestos Abatement Contractor shall provide required submittals on a timely basis as required by the Contract Documents.
- B. The Asbestos Abatement Contractor shall submit notification for asbestos removal on approved forms to the Commissioner, State of Connecticut, Department of Public Health ten (10) days before work commences on the project.
- C. In addition to items required by this and other sections of the Project Manual, the following items shall be submitted at or before the pre-construction meeting (attendance is required for the Asbestos Abatement Contractor's project manager and site supervisor/competent person):
 - 1. Copy of State of Connecticut Asbestos Worker Licenses for all personnel working on the project.
 - Abatement plan developed specifically for this abatement project. The abatement plan shall include at minimum work area layout, location of HEPA filtered exhaust equipment and ports, waste transportation routes, decontamination chamber, waste loadout areas, and landfill/waste disposal vendors.
 - 3. Written Respiratory Protection Program, updated to the most current version of 1910.134, which establishes procedures governing the selection and use of respirators, medical examinations, training, fit testing, inspection, evaluation, etc.
 - 4. Written Medical Surveillance Program including the Physicians' written opinion for employees assigned to the project in accordance with OSHA 29 CFR 1926.1101(m).
 - 5. Written Hazard Communications Program including MSDS sheets for materials to be brought on-site.
 - 6. Copy of Training Records and Current Training Certificates for Employees assigned to project.
 - 7. Asbestos Abatement Contractor's Projected Schedule of Completion.
- D. In addition to items required by other sections of the Project Manual, a copy of the following documents are to be submitted to the Consultant within 20 days of project completion and required before final payment/Project Closeout:
 - 1. Project Notifications
 - 2. Personal Air Sample Results
 - 3. Asbestos Abatement Contractors Log Book
 - 4. Project Violations, Correspondences and Waivers
 - 5. Completed Waste Shipment Records

1.8 SITE SECURITY

A. The Asbestos Abatement Contractor is responsible for performing all work under this contract without contaminating the building or environment with asbestos fibers. This includes interiors of ductwork, outside containment locations,

- machinery and equipment and any other release into unregulated spaces. The Asbestos Abatement Contractor is responsible for proper clean up of any such contamination at no additional cost to the Owner.
- B. The Asbestos Abatement Contractor shall at his own expense comply with all applicable laws, ordinances, rules and regulations of Federal, State, Regional and Local Authorities regarding handling, storing, transporting and disposing of asbestos waste materials. Matters of interpretation of any standards will be submitted by the Asbestos Abatement Contractor to the appropriate administrative agency for resolution before starting the work.
- C. The Contractor shall have A-B-C type fire extinguishers approved for electrical fires immediately outside the decontamination chamber and inside containment or, when not feasible to have them in containment, immediately outside the work area. The fire extinguishers will be readily accessible and denoted with conspicuous signs. The Asbestos Abatement Contractor shall submit in writing a fire safety plan, explaining emergency exits and fire safety measures and precautions to be utilized.
- D. Signs will be posted prior to asbestos removal as required in 29 CFR 1926.1101. The signs shall display the proper legend in the lower panel, with letter sizes and styles of a visibility at least equal to that specified in 29 CFR 1926.1101. The signs will be posted near the perimeter of asbestos removal or demolition areas, construction areas where airborne asbestos dust or fibers are being emitted and along the route to the temporary holding area. Where the asbestos removal area is below grade, i.e. tunnels and trenches, signs will be posted above grade. Signs will be constructed to withstand weather conditions.
- E. The Asbestos Abatement Contractor will be responsible for the security of the abatement area, allowing only authorized personnel into the area, and securing assigned entrances and exits with locked doors at the end of the work day.

1.9 CLEANING

A. Maintain the work site in a neat and orderly manner at all times, so as not to interrupt or infringe upon the work of other trades. Upon completion of work in any given area, Asbestos Abatement Contractor shall remove all material and equipment associated with the work, not necessary to complete other phases of the work in that area.

1.10 COORDINATION

- A. Cooperate with the Owner in all matters involving the use of the facility. At no time shall the Asbestos Abatement Contractor cause or allow to be caused conditions, which may create risk or hazard to the general public, other contractors or conditions that might impair safe use of the facility.
- B. Coordinate the work of this section with that of all other trades as directed by the Construction Manager/General Contractor. Phasing and scheduling of this project will be subject to the approval of the Construction Manager/General Contractor and

shall be scheduled and performed so as not to impede the progress of the project as a whole. Work shall not proceed in any area without the express consent of the Construction Manager/General Contractor. The Asbestos Abatement Contractor shall be available within 24 hours notice for additional work, if after acceptance of the work it is found that full abatement was not achieved from the initial work effort as determined by the Owner and Consultant.

C. Complete Asbestos Abatement activities according to the phasing and scheduling agreed upon by Construction Manager/General Contractor.

1.11 SUBSTITUTION OF MATERIALS OR METHODS

- A. The Owners approval is required for substitution of materials and all modifications to methods, procedures, and design, which may be proposed by the Asbestos Abatement Contractor. It is the intent of these documents to allow the Asbestos Abatement Contractor to present alternative methods to the abatement processes herein, for review by the Owner. Any such modifications or substitutions to methods, procedures, or design shall comply with applicable regulations. Asbestos Abatement Contractor shall submit the proposed modification or substitution in accordance with the requirements of the General Conditions, and no later than five (5) workdays prior to planned commencement of proposed modification, for review and approval.
- B. Requests for substitution or modification shall be made in accordance with the General Conditions and must be supported by sufficient proof of equality.
- C. The Owners permission to make substitution shall not relieve the Asbestos Abatement Contractor from full responsibility for the work. If the modification or substitution necessitates changes or additional work, the Asbestos Abatement Contractor assumes the responsibility for additional cost.

1.12 PERSONNEL PROTECTION

- A. Respiratory protection shall be worn by individuals inside the asbestos work area from the initiation of the asbestos project until areas have successfully passed post abatement re-occupancy sampling in accordance with these Contract Documents. All respiratory protection shall be NIOSH approved in accordance with the provisions of 30 CFR Part 11.
- B. The Asbestos Abatement Contractor shall select and provide at no cost to their employees the appropriate respirator as specified in 29 CFR 1926.1101. The respirator selected must be approved for asbestos protection by NIOSH. Half-mask or full face air-purifying respirators with HEPA filters may be worn only during the preparation of the work area, performance of repairs (e.g. using glove-bag technique) and final clean-up procedures provided airborne fiber concentrations inside the work area are less than 0.1 f/cc.
- C. The Asbestos Abatement Contractor shall provide a powered air-purifying respirator (PAPR) in lieu of any negative-pressure respirator whenever the worker

- chooses to use this type of respirator and the respirator will provide adequate protection.
- D. As part of the Asbestos Abatement Contractor's Respiratory Protection Program, each worker shall be provided with a properly fitted and marked respirator and shall be trained in its proper use. For negative pressure respirators, if permitted, each worker shall be provided with a selection of brands and sizes of respirators to be assured of finding one that fits properly. Workers shall check respirator fit each time the respirator is put on or adjusted.
- E. Workers will be provided with personally issued and individually marked respirators. Respirators shall not be marked with any equipment that will alter the fit of the respirator in any way. Only waterproof identification markers will be used.
- F. The Asbestos Abatement Contractor shall ensure that the workers are qualitatively or quantitatively fit tested by a Competent Person initially and annually thereafter with the type of respirator he/she will be using. Whenever the respirator design permits, workers shall perform the positive and negative air pressure fit test each time a respirator is worn. Powered air-purifying respirators will be tested for adequate flow as specified by the manufacturer. No facial hair will be permitted on any person wearing respiratory protection that requires a mask-to-face seal.
- G. Respiratory protection will be inspected and decontaminated on a daily basis in accordance with OSHA 29 CFR 1910.134 (b).
- H. Provide and require all workers to wear protective clothing in Work Areas where asbestos fiber concentrations exceed permissible limits established by OSHA. Protective clothing shall include impervious coveralls with elastic wrists and ankles, head covering, gloves and foot coverings. Ensure all contaminated protective clothing remains in the Equipment Room for reuse or disposal of as contaminated waste.
- I. Ensure that all workers and authorized persons enter and leave the Asbestos Control Area through the Worker Decontamination Enclosure System.

1.13 PROJECT MONITOR

- A. The Owner will retain the services of a Project Monitor to provide technical assistance and project management during the project to protect the Owners interests. The Asbestos Abatement Contractor shall regard the Project Monitor's direction, as authoritative and binding as provided herein, in matters outlined by this Section.
- B. The Project Monitor will perform monitoring of the Asbestos Abatement Contractor's work practices and performance, inspect the work areas, and conduct air sampling and analysis for each phase of the asbestos removal project. Quality control and testing criteria has been established in these specifications, and will be strictly enforced. The Project Monitor will review matters relating to safety,

- interpretation of the specifications, and scheduling of work, and will make decisions upon consultation with the Owner.
- C. The Project Monitor will perform a pre-abatement visual inspection prior to commencement of removal activities and conduct post-abatement clearance testing prior to re-occupancy of the asbestos work area.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. All materials and equipment proposed to be used on this project shall be subject to the acceptance of the Owner and Consultant. The Asbestos Abatement Contractor shall comply with local, state and federal regulations pertaining to the selection and use of materials and equipment on this project. The Asbestos Abatement Contractor shall provide a submittal on all materials and equipment to be used for review and approval by the Owner and Consultant prior to commencement of the work. Unapproved materials will not be allowed on-site. A minimum requirement for the following items shall include but not be limited to the following:
 - 1. Duct tape in 2" or 3" widths with an adhesive which is capable of sealing joints of adjacent sheets of polyethylene and of attaching polyethylene sheeting to finished or unfinished surfaces of dissimilar materials, and shall be capable of adhering under dry and wet conditions, including wetting by amended water.
 - 2. Spray adhesive in aerosol cans that are specifically formulated for use with sheet polyethylene.
 - 3. Surfactant (wetting agent) shall consist of fifty (50) percent polyoxyethylene ether and fifty (50) percent polyoxyethylene ester, or equivalent, and shall be mixed with water to provide a concentration one (1) ounce surfactant to five (5) gallons of water or as directed by the manufacturer.
 - 4. Glove-bag assembly manufactured of minimum 6 mil polyethylene, polyvinylchloride or equivalent plastic sack, with two sealed inward projecting long sleeved gloves or mittens, preprinted with same warning notice as a disposal bag, equipped with a pouch for storage of tools, with designated location for wand or HEPA vacuum wand, and sufficient capacity to hold removed materials and permit sealing as specified.
 - 5. Encapsulant shall be bridging or penetrating type which has been approved by the Design Consultant. Usage shall be in accordance with manufacturer's printed technical data. Encapsulant must be compatible with new materials being installed. Encapsulant may be clear or white except as specifically directed.
 - 6. Polyethylene sheeting shall be fire retardant and conform to the requirements set forth by the National Fire Protection Association Standard 701, Small Scale

Fire Test for Flame-Resistant Textiles and Films. Provide largest size possible to minimize seams, 4.0 or 6.0 mil thick as indicated, frosted or black as indicated.

- 7. Containers must be impermeable and shall be both air and watertight. Containers shall be labeled in accordance with OSHA Standard 29 CFR 1926.1101 and EPA 40 CFR Part 61.152 as appropriate.
- 8. Polyethylene disposable bags shall be six (6) mil with pre-printed label. Disposable bags shall be opaque.
- 9. Labels and signs shall conform to OSHA Standard 29 CFR 1926.1101.
- 10. Mastic removal chemicals shall be low odor, non-citrus based. Flash point shall be in excess of 140 deg. F. Use of solvents to remove mastic and adhesive requires prior approval of Owner.

2.2 TOOLS AND EQUIPMENT

- A. The Asbestos Abatement Contractor shall furnish equipment, tools and clothing necessary to perform the work in a safe and expeditious manner. Power equipment shall conform to 29 CFR 1910.95 Occupational Noise Exposure with the exception that personnel shall never be exposed to a noise level higher than 85 dB for eight-hour duration without proper hearing protection.
- B. Vacuum and exhaust equipment shall have HEPA filtering in conformance with ANSI Z9.2. Filters of different materials are permitted upon submissions of a certificate of compliance with ANSI Z9.2. No bypass devices are permitted. Provision will be made to empty the collection containers without creating visible emissions of particulate matter. All filter changes and emptying of collection containers will be done in sealed removal worksites. All used filters and other contaminated materials will be disposed of as asbestos waste.
- C. Spray equipment shall be capable of mixing wetting agent with water and capable of generating sufficient pressure and volume. Hose length shall be sufficient to reach all of the Asbestos Control Area.
- D. Shower stalls and plumbing shall include sufficient hose length and drain system or an acceptable alternate. Showers shall be equipped with hot and cold or warm running water. One shower stall shall be provided for each eight workers
- E. HEPA exhaust air filtration units shall be equipped with HEPA filters capable of providing sufficient air exhaust to create a minimum pressure differential of 0.05 inches of water column, and to allow a sufficient flow of air through the area. An automatic warning system shall be incorporated into the equipment to indicate pressure drop or unit failure. No air movement system or air filtering equipment shall discharge unfiltered air outside the Asbestos Control Area. The HEPA exhaust filtration units shall be equipped with the following:

- 1. Magnehelic gauge to monitor the unit's air pressure difference across the filters and be able to interpret magnehelic reading to cubic feet per minute (CFM)
- 2. Label showing the most recent installation date and hour reading of the primary internal HEPA filter
- 3. Hour meter to record unit operation time
- 4. Automatic shut off for filter failure or filter absence.
- 5. Audible alarm with or without flashing red light for unit shutdown
- 6. Amber flashing warning light for filter loading
- 7. Must have safety system that prevents unit from being operated with the HEPA filter in backwards
- 8. All flexible ducting, vent tubing, adapter plates and other equipment used for the passage of filtered air will be undamaged and free of air leaks at all points
- 9. Pre-filter to remove gross particulate debris
- F. Vacuum units, of suitable size and capabilities for the project, shall have HEPA filters capable of trapping and retaining at least 99.97 percent of all monodispersed particles of 0.3 microns in diameter or larger
- G. Pressure differential automatic recording instrument shall be provided to ensure exhaust air filtration devices provide the minimum pressure differential required between the Work Area and occupied areas of the facility.
- H. Scaffolding, Staging and Ladders shall meet the requirements of 29 CFR 1926.450-452. Where electrical power and water are used inside a work area, no electrically conductive ladders (e.g., aluminum or steel) shall be used (except for hinges and feet). Ladders and/or scaffolds shall be of adequate length, strength, and sufficient quantity to support the work schedule.
- I. Mechanical mastic removal equipment shall be suitable for application.
- J. Protective clothing, respirators, filter cartridges, air filters and sample filter cassettes shall be provided in sufficient quantities for the project.
- K. Other Tools and Equipment: The Asbestos Abatement Contractor shall furnish all equipment such as lumber, nails, ladders, HEPA vacuums, and hardware and supplies which may be required to construct and dismantle the decontamination areas and the barriers that isolate the work area. The Asbestos Abatement Contractor shall provide other suitable tools for the abatement activities including but not limited to: hand scrapers, brushes, sponges, mops, and shovels. Other materials such as lumber, nails and hardware necessary to construct and dismantle the decontamination enclosures and the barriers that isolate the Work Area shall be provided as appropriate for the work
- L. Power tools used to cut or otherwise disturb asbestos materials in the absence of containment shall require HEPA vacuum attachments. Tools and equipment shall meet all applicable codes and regulations, including, in particular, 29 CFR 1910.304 and 29 CFR 1926.400-449.

PART 3 - EXECUTION

3.1 GENERAL ABATEMENT PROCEDURES

- A. A Competent Person and Asbestos Abatement Site Supervisor shall be on the job at all times to ensure the establishment and maintenance of the negative pressure enclosure (NPE) and proper work practices are followed through completion of the project.
- B. Abatement of asbestos-containing materials, unless specified otherwise, will be performed using full containment. Abatement will be as specified herein, and will be performed in a neat and workman-like manner to the limits indicated or specified.
- C. Create a pressure differential of 0.05 inches of water column between the Work Area and occupied areas by the use of acceptable pressure differential equipment. Provide a sufficient quantity of units to exhaust the volume of air within the Asbestos Control Area a minimum of six times per hour. Continuously monitor the pressure differential between the Work Area and occupied areas utilizing recording type equipment to ensure exhaust air filtration equipment maintains a minimum pressure differential of 0.05 inches of water column. Exhaust air discharge shall be through a plywood manifold placed in the window frame for the negative air exhausts to pass through.
- D. Occupied areas and/or building space not within the Asbestos Control Area shall be separated from asbestos abatement Work Areas by means of airtight barriers. Barriers at openings with dimensions exceeding two (2) feet in both directions shall be blocked with fixed critical barriers.
- E. Do not impair required building exits from any occupied building area. Where normal exits have been blocked by the asbestos work, provide temporary exit signs directing building occupants to the nearest available exit location.
- F. Protect building components to remain as indicated by the Contract Documents. Specifically, interior finishes including, but not limited to marble walls and floors, window and window frames, shall be protected and preserved during all phases of the work. The Asbestos Abatement Contractor shall repair any damage caused to such materials at no cost to the Owner.
- G. Containerize asbestos-containing waste material removed daily. Do not allow ACM to remain on the floor overnight, allowing it to dry out. Fill disposal containers (six (6) mil polyethylene bags or fiber drums) as removal proceeds, seal filled containers, and apply caution labels and clean containers before removal to wash area. Bags shall be securely sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Bags may be placed in drums for staging and transportation to the disposal site. Bags shall be decontaminated by wet cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tops. Non-friable materials removed shall be bagged and placed in clean drums and

- sealed with locking ring tops. Wet clean each container thoroughly before moving to a holding area or to the waste storage container.
- H. If at any time during asbestos removal, should the Project Monitor suspect contamination of areas outside the Work Area, the Asbestos Abatement Contractor shall stop all abatement work and take steps to decontaminate these areas and eliminate causes of such contamination. Unprotected individuals shall be prohibited from entering contaminated areas until air sampling and visual inspections determine decontamination.

3.2 PREPARATION OF WORK AREA ENCLOSURE SYSTEM

- A. Post warning signs meeting the specifications of OSHA 29 CFR 1910.1001 and 29 CFR 1926.1101 at each Regulated Area. In addition, signs shall be posted at all approaches to Regulated Areas so that an employee may read the sign and take the necessary protective steps before entering the area. Additional signs may require posting following construction of work place enclosure barriers.
- B. Utilize engineering controls and personnel protective equipment while installing enclosures and supports when asbestos-containing materials may be disturbed.
- C. When feasible, shut down and lock out electrical power, including all receptacles and light fixtures. Protect receptacles and light fixtures remaining in the Work Area with six -(6) mil polyethylene and seal with tape. Remove or protect fire alarm system components remaining in the area with six- (6) mil polyethylene and seal with tape. Coordinate all power and fire alarm isolation with the Owner.
- D. Provide temporary power and lighting and ensure safe installation, including ground fault protection, of temporary power sources and equipment in compliance with applicable electrical code and OSHA requirements. The Asbestos Abatement Contractor is responsible for proper connection and installation of electrical wiring.
- E. Shut down and isolate heating, cooling, and ventilating air systems to prevent contamination and fiber dispersal to other areas of the building. Seal all vents.
- F. Pre-clean movable objects within the proposed Work Areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate and remove such objects from Work Areas to a temporary location.
- G. Pre-clean fixed objects within the proposed Work Areas, using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate, and enclose with six (6) mil polyethylene sheeting sealed with tape. Objects which must remain in the Work Area and which require special ventilation or enclosure include electrical equipment, pumps, compressors, control panels, meter equipment.
- H. Clean the proposed Work Areas using HEPA filtered vacuum equipment and/or wet cleaning methods as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.

- I. Seal off all windows, doorways, skylights, ducts, grilles, diffusers, and any other openings between the Work Area and the uncontaminated areas outside of the Work Area with critical barriers. Doorways and corridors, which will not be used for passage during work, must be sealed with fixed critical barriers. Voids in the walls and ceilings which are due to penetrations of ducts, conduits and pipes shall be sealed with fire retardant spray foam.
- J. Cover floor and wall surfaces with polyethylene sheeting sealed with tape. Polyethylene shall be applied alternately to floors and walls. Cover floors first, with a layer of six (6)- mil polyethylene sheeting, so that polyethylene extends at least twelve (12) inches up on walls. Cover walls with a layer of four (4)-mil polyethylene sheeting to twelve (12) inches beyond the wall floor intersection, thus overlapping the floor material by a minimum of twenty-four (24) inches. Repeat the process for the second layer of polyethylene. There shall be no seams in the plastic sheet at wall-to-floor joints.
- K. Conspicuously label and maintain emergency and fire exits from the Asbestos Control Area.

3.3 WORKER DECONTAMINATION ENCLOSURE SYSTEM

- A. Establish contiguous to the Work Area, a Worker Decontamination Enclosure System consisting of Equipment Room, Shower Room and Clean Room in series. Access to the Work Area shall only be through this enclosure.
- B. Access between rooms in the Worker Decontamination Enclosure System shall be through double flap-curtained openings (air locks). Other effective designs are permissible. The Clean Room, Shower Room and Equipment Room located within the Worker Decontamination Enclosure, shall be completely sealed ensuring sole source of airflow into the Asbestos Control Area originates from the outside-uncontaminated areas.
- C. The Clean Room shall be adequately sized to accommodate workers and shall be equipped with a suitable number of hooks, lockers, shelves, etc., for workers to store personal articles and clothing. Changing areas of the Clean Room shall be suitably screened from areas occupied by the public. The Clean Room shall store asbestos worker's street clothing, clean protective clothing and clean respirator equipment. Contaminated clothing, respirators, tools, equipment, or other materials shall not be allowed to be introduced into the Clean Room or into unmasked areas. The Clean Room will serve as an access for personnel entering the work area, and for the donning of respiratory protection and protective clothing. It will be equipped with a lockable door to secure the work place during off-shift hours.
- D. The Shower Room shall be of sufficient capacity to accommodate the number of workers. Provide one shower for each eight workers. No worker or other person shall leave an Asbestos Control Area without showering. The Shower Room shall have a continuous supply of cold and hot water, and be suitably arranged for complete showering during decontamination. All showers shall have a two stage

- filtering system for waste water connected immediately off of the drain pipe or sump pump outlet. The first stage shall efficiently filter fibers down to twenty (20) microns in length, and the second efficiently down to five (5) microns in length.
- E. The Equipment Room shall provide an intermediate area of lesser asbestos pollution for decontamination of personnel and removed asbestos-contaminated materials. This room will be periodically vacuumed and washed in order to prevent asbestos dust and debris accumulations. It also serves as access area to the shower for personnel leaving the work area. Workers leaving containment shall remove and dispose of disposable protective suits and wear only respirators into the shower.

3.4 EQUIPMENT DECONTAMINATION ENCLOSURE SYSTEM

A. Establish contiguous to the Work Area, an Equipment Decontamination Enclosure System consisting of two (2) totally enclosed chambers divided by a double flap curtained opening. Other effective designs are permissible. This enclosure must be constructed to ensure that no personnel enter or exit through this unit.

3.5 SEPARATION OF WORK AREAS FROM OCCUPIED AREAS

- A. Occupied areas and/or building space not within the Asbestos Control Area shall be separated from asbestos abatement Work Areas by means of airtight barriers. Barriers at openings with dimensions exceeding two (2) feet in both directions shall be blocked with fixed critical barriers.
- B. Do not impair required building exits from any occupied building area. Where normal exits have been blocked by the asbestos work, provide temporary exit signs directing building occupants to the nearest available exit location.
- C. Before beginning work within the enclosure and at the beginning of each shift, the NPE shall be inspected for leaks, and any leaks sealed.
- D. Create a pressure differential of 0.05 inches of water column between the Work Area and occupied areas by the use of acceptable pressure differential equipment. Provide a sufficient quantity of units to exhaust the volume of air within the Asbestos Control Area a minimum of six times per hour. Continuously monitor the pressure differential between the Work Area and occupied areas utilizing recording type equipment to ensure exhaust air filtration equipment maintains a minimum pressure differential of 0.05 inches of water column.

3.6 HEPA FILTRATION REQUIREMENTS

A. After masking and sealing is completed and the asbestos worksite is contained and before work begins, the Asbestos Abatement Contractor shall smoke test to confirm negative pressure inside the contained worksite. The volume of air within the contained worksite should be changed at least six (6) times per hour or once every ten (10) minutes. If the Project Monitor/Owner determines that the requirements

- compromise containment integrity, the capacity of the NAFU system may be reduced.
- B. The Asbestos Abatement Contractor shall be responsible for the use of negative air pressure with continuous recording charts to confirm a negative air pressure of at least 0.05 inches of water column per full containment. Equipment used for producing a negative pressure shall have a filtering device in conformance with ANSI A9.2, and shall operate 24 hours a day. All pressure measurement and recording is subject to confirmation by the Project Monitor. All HEPA filtration units utilized must be tested for efficiency using Polyaplhaolefin (PAO) method upon arrival at project site. Certificates of testing for each identified unit will be provided to the Project Monitor upon operation of the units.
- C. The Asbestos Abatement Contractor shall maintain a minimum of one additional (spare) 2000 CFM HEPA unit inside the work area during abatement. The additional will be utilized upon failure of any operational units.
- D. The HEPA filtration units will be equipped with the following:
 - 1. Magnehelic gauge to monitor the unit's air pressure difference across the filters and be able to interpret magnehelic reading to cubic feet per minute (CFM).
 - 2. An affixed label, clearly marked and conspicuous, showing the most recent installation date and hour reading of the primary internal HEPA filter. Hourmeter, to record unit operation time.
 - 3. Automatic shut off for filter failure or filter absence.
 - 4. Audible alarm with or without flashing red light for unit shutdown.
 - 5. Amber flashing warning light for filter loading.
 - 6. Must have safety system that prevents unit from being operated with the HEPA filter in backwards.
 - 7. All flexible ducting, vent tubing, adapter plates and other equipment used for the passage of filtered air will be undamaged and free of air leaks at all points.
- E. Prefilters will be changed frequently during removal (at least once per hour under heavy removal conditions). They will be changed before air flow is altered to drop worksite air exchange below four air changes per hour.
- F. HEPA air filtration units will be exhausted outdoors and at least fifteen (15) feet above the ground, whenever possible. At no time shall the negative pressure ventilation unit exhaust within 40 feet of a receptor or adversely affect the air intake ports, louvers, or entrances of the building or adjacent buildings.

3.7 REMOVAL OF FRIABLE ASBESTOS MATERIAL

- A. Remove friable materials identified in support of building renovations.
- B. Cover floor and wall surfaces with polyethylene sheeting sealed with tape. Polyethylene shall be applied alternately to floors and walls. Cover floors first, with a layer of six- (6) mil polyethylene sheeting, so that polyethylene extends at least

twelve (12) inches up on walls. Cover walls with a layer of four- (4) mil polyethylene sheeting to twelve (12) inches beyond the wall floor intersection, thus overlapping the floor material by a minimum of twenty-four (24) inches. Repeat the process for the second layer of polyethylene. There shall be no seams in the plastic sheet at wall-to-floor joints.

- C. Where non-ACM thermal systems insulation exists within the Work Area, remove as asbestos-contaminated or protect from contamination.
- D. Spray friable materials with amended water, using airless spray equipment capable of providing a "mist" application to reduce the release of fibers during the removal operation. In order to maintain indoor asbestos concentrations at a minimum, remove the wet asbestos in manageable sections. Materials shall not be allowed to dry out. Material drop shall not exceed 8 feet. For heights up to 15 feet, provide inclined chutes or scaffolding to intercept drop. For heights, exceeding 15 feet provide enclosed dust-proof chutes.
- E. After completion of stripping work, all surfaces from which asbestos has been removed shall be wet brushed, using a nylon brush, wet wiped and sponged or cleaned by an equivalent method to remove all visible material (wire brushes are not permitted). During this work, the surfaces being cleaned shall be kept wet.
- F. Exposed ends of TSI to remain shall be covered with rewettable fiberglass cloth and sealed with proper encapsulating sealant.
- G. Building components and surfaces to remain after asbestos removal has been completed are to be cleaned by wet cleaning and HEPA vacuuming. Surfaces which require cleaning include but are not limited to masonry, gypsum wallboard, metal or wood framing systems, and mechanical and electrical components.

3.8 REMOVAL OF NON-FRIABLE RESILIENT FLOORING AND ASSOCIATED MASTIC

- A. Resilient flooring shall be removed by approved methods, which minimize the release of asbestos fibers. Mastic shall be removed by mechanical blastrac means or No VOC mastic remover. Precaution shall be taken to prevent the leakage of contaminated liquids containing solvents to other areas of the building. Take immediate steps to clean up leaks and prevent future occurrences of the leak. Solvents shall be used in strict accordance with the manufacturer's written recommendations. Mechanical equipment may be used to remove flooring mastic. Ensure surfaces have been adequately wetted to prevent dust emissions prior to operation of mechanical mastic removal equipment.
- B. Removal shall include all existing layers of floor tile(s) and associated mastic down to the existing concrete or sub-floor. All carpet shall be removed and disposed of by the Asbestos Abatement Contractor as ACM. Any damage caused to the existing concrete or wood sub-floor shall be repaired to an acceptable condition to receive new flooring.

C. In addition, if a chemical mastic remover is used, the product shall be properly cleaned and neutralized from the floor surface in accordance with the manufacturer specifications. All chemical mastic removal products used to remove existing tiles, linoleum and mastic shall be a product proven to have "no adverse" affects with new floor materials to be installed at a later date. A letter from the manufacturer of the mastic removal material to be used shall be provided to the Owner, which provides a warranty that new floorings and adhesives to be installed later will not be compromised by their product.

3.9 REMOVAL OF NON-FRIABLE MISCELLANEOUS ASBESTOS MATERIAL

- A. Removal of non-friable miscellaneous material shall be conducted as an abatement activity. When acceptable to the Design Consultant and approved by the Connecticut DPH alternative removal methods may be used. Non-friable miscellaneous asbestos materials shall be removed by approved methods, which minimize the release of asbestos fibers. Materials shall be wetted with amended water prior to removal. Double wrap ACM in 6-mil polyethylene sheeting and remove for disposal.
- B. Non-friable miscellaneous asbestos materials that can be removed intact may be removed as a non-regulated activity so long as activities comply with Connecticut Department of Public Health DEH Circular Letter # 2003-10. A Competent Person shall determine the condition of the asbestos material and verify the non-friable material remains non-friable. Non-friable miscellaneous asbestos materials that have been removed intact shall be disposed of as asbestos waste. Non-friable miscellaneous asbestos materials which may be removed intact includes but is not limited to:
 - 1. Transite panels by unbolting and unscrewing;
 - 2. Transite laboratory bench and table tops by unbolting and unscrewing;
 - 3. Flexible duct connectors by unbolting and unscrewing;
 - 4. Sinks with pan condensate sealant by removing sink
 - 5. Window sash with window glazing (interior or exterior) by removing window stops and removing entire window sash unit;
 - 6. Picking up loose tiles whole or slightly broken (not considered Regulated Asbestos-Containing Material (RACM)
 - 7. Picking up loose gaskets shingles, etc.;
 - 8. Fire doors by removal from hinges.

3.10 ALTERNATIVE WORK PRACTICE (AWP) PROCEDURES

- A. The procedures described in this specification are to be utilized at all times. Alternative work practice methods may be used if approved by DPH. The Asbestos Abatement Contractor may submit application to use alternative work practice procedures, which have not been pre-approved by DPH.
- B. Alternative work practice (AWP) procedures shall provide equivalent or greater protection than the procedures that they replace. A DPH licensed asbestos project designer must submit in writing a description of the proposed methods to the

- Consultant for review. If the procedure is acceptable to the Consultant, an AWP application may then be forwarded to DPH for approval. Failure to secure AWP acceptance or approval shall not be a basis of a claim for additional compensation.
- C. The Contractor shall be responsible for all fees associated with filing AWP applications which have not been pre-approved.

3.11 EQUIPMENT REMOVAL PROCEDURE

A. Clean surfaces of contaminated containers and equipment thoroughly by vacuuming with HEPA filtered equipment and wet wiping before moving such items into the Equipment Decontamination Enclosure System for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave the Asbestos Control Area through the Equipment Decontamination Enclosure System.

3.12 ENCAPSULATION AND POST ABATEMENT CLEANING

- A. Remove and containerize all visible accumulations of asbestos-containing and/or asbestos-contaminated debris which may have splattered or collected on the polyethylene wall covering. Carefully remove the cleaned outer layer of polyethylene from the walls, fold inward as material is being removed, and place in disposal containers. Any debris, which may have leaked behind the outer layer, shall be removed by HEPA vacuuming and/or wet cleaning.
- B. Remove contamination from the exteriors of the negative air machines, scaffolding, ladders, extension cords, hoses and other equipment inside the Work Area. Cleaning may be accomplished by brushing, HEPA vacuuming and/or wet cleaning.
- C. The Owner's Project Monitor shall conduct a thorough visual inspection utilizing a high-intensity flashlight, with the containment barriers in place, to detect visible accumulations of dust or bulk asbestos-containing materials remaining in the Work Area. Should dust, debris or residue be detected, the Contractor shall repeat the cleaning, at the Contractor's expense, until the area is in compliance. The visual inspection will detect incomplete work, damage caused by the abatement activity, and inadequate clean up of the work site.
- D. Once the area has been re-cleaned, any equipment, tools or materials not required for completion of the work, shall be removed from the Work Area. Negative air filtration devices shall remain in place and operating for the remainder of the clean-up operation.
- E. Wet wipe the walls beginning at the point farthest away from the negative air filtration units using cotton rags or lint free paper towels. Rags and towels shall be disposed of after each use. Workers should avoid the use of dirty rags to insure proper cleaning of surfaces. Mop the entire floor with a clean mop head and amended water. Water shall be changed frequently. Waste water shall be filtered using best available technology and dumped down an approved drain.

- F. Upon successful completion of the visual inspection, the Contractor shall apply a lock-down encapsulant to all abated surfaces.
- G. Once the lock-down encapsulant has sufficiently dried, air sampling for reoccupancy clearance shall be undertaken using aggressive sampling techniques. Analysis of clearance samples shall follow State of Connecticut Regulations, Section 19a-332a-12. Areas which do not comply shall continue to be cleaned by and at the Contractors expense, until the specified Standard of Cleaning is achieved as evidenced by results of air testing. When the Work Area passes the re-occupancy clearance, controls established by this specification may be removed.
- H. During breakdown of containment carefully remove the polyethylene barriers. Fold inward as the material is being removed, and place in leak-tight containers. Any debris which may have fallen behind the polyethylene sheeting shall be removed by HEPA vacuuming and/or wet cleaning. Remove all remaining polyethylene, including critical barriers, and Decontamination Enclosure Systems leaving negative air filtration devices in operation. HEPA vacuum and/or wet wipe any visible residue, which is uncovered during this process.

3.13 POST ABATEMENT RE-OCCUPANCY AIR SAMPLING

- A. The Asbestos Abatement Contractor shall be responsible for achieving acceptable post abatement re-occupancy visual and air testing for ALL abatement areas.
- B. Post Abatement re-occupancy air sampling will be conducted by the Project Monitor in accordance with the post abatement re-occupancy criteria as set forth in the Regulations of Connecticut State Agencies, Section 19a-332a-12.
 - Visual Inspection The Project Monitor shall visually inspect the work area and surrounding areas using visual and physical methods, prior to approving the project for post abatement re-occupancy air testing procedures. A certificate of visual inspection will be signed by the Project Monitor and the Site Supervisor after the visual inspection has been completed and visible residue remains within the work area. This certificate will be part of the Owner's documentation.
 - 2. Post abatement Re-occupancy Air Sampling For each abatement area, post abatement re-occupancy air samples will be taken when a visual inspection by the Project Monitor detects no visible residue, and surfaces are encapsulated and dry.
 - 3. Based upon the quantity of material to be abated, either Phase Contrast Microscopy (PCM) or Transmission Electron Microscopy (TEM) clearance testing will be performed to confirm the completion of removal. TEM analysis shall be utilized for clearance air samples where quantities of abated materials are greater than five hundred linear or fifteen hundred square feet. All clearance testing shall be performed in accordance with state of Connecticut Regulations and work areas shall be considered complete if the following criteria is met:

- a.) Containment's cleared and samples analyzed by Phase Contrast Microscopy (PCM): Maximum airborne fiber concentration of <0.01 fibers per cubic centimeter.
- b.) Containment's cleared and samples analyzed by Transmission Electron Microscopy (TEM): The average concentration of asbestos on the five inside containment samples are below the filter background level of 70 structures per square millimeter (70/smm).
- C. Should results indicate a fiber concentration greater than post abatement reoccupancy air sampling criteria outlined above, or if the visual inspection fails, the
 Asbestos Abatement Contractor shall re-clean the entire work area at no additional
 cost to the Owner, utilizing the methods specified in this section. The Asbestos
 Abatement Contractor shall pay for all additional testing and inspections until the
 post abatement re-occupancy air level is achieved. The cost of additional testing
 and inspection shall be paid by the Asbestos Abatement Contractor by subtracting
 the cost for analysis and inspector's time from the Contract total.

3.14 CONTRACTOR EXPOSURE ASSESSMENT AND MONITORING RESPONSIBILITY

A. Conduct air sampling to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1926.1101. Perform monitoring to determine accurately the airborne concentrations of asbestos to which employees may be exposed. Determinations of employee exposure shall be made from breathing zone air samples that are representative of the 8-hour TWA and 30-minute short-term exposures of each employee. Documentation of air sampling results must be recorded at the work site within twenty-four (240 hours of receipt of results, and shall be available for review until the job is complete.

3.15 DISPOSAL

- A. The Contractor shall fulfill waste generator responsibilities as specified by 40 CFR 61, Subpart M, Federal Emission Standards for Asbestos, revised November 20, 1990, and other applicable state, regional, and local government standards.
- B. Prior to post abatement inspections, all asbestos waste shall be packaged in sealed double containers and removed from the work area to a specified transportation vehicle or a designated holding area approved by the Construction Manager or Owner. The outer container may be either a clean sealed drum. (steel or fiber) or a sealed plastic bag. The inner container shall be a sealed plastic bag at least 6 mil thick. At the end of each work day, the Contractor shall remove the debris accumulated during that day's work activities using procedures outlined in the Specifications. The contractor shall provide a daily tally of all bags removed.
- C. Temporary storage of asbestos waste must be approved by the Construction Manager or Owner. Asbestos waste may only be stored in a restricted area or enclosed container which is posted and secured whenever not in use. Asbestos waste material shall be loaded into a waste transportation vehicle/dumpster and

hauled away as soon as there is a sufficient quantity available for direct transportation to the approved disposal site. Vehicles hauling asbestos waste materials will be covered to prevent emission of asbestos in route to the disposal site.

D. Asbestos warning labels having permanent adhesive and waterproof print, or being permanently printed on the container, shall be affixed to the outside of all asbestos containers, and each inside bag or container. Labels will be conspicuous and legible and shall contain the following warning:

DANGER CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD

The Contractor is directed to properly label each waste bag in accordance with the latest NESHAP standard, Section 61.150, with the following information:

SITE OWNER'S NAME SITE NAME

- E. A DOT "class 9" shipping label and DOT mark shall be applied to or be printed on each package of asbestos-containing materials
- F. Each vehicle transporting asbestos-containing waste shall be marked with asbestos danger signs during loading and unloading of the waste, in accordance with the NESHAP standard, Section 61.150
- G. The Asbestos Abatement Contractor shall prepare the Waste Shipment Records. Completed waste shipment record(s) signed by the Asbestos Abatement Contractor, all transporter(s), transferor(s), disposal and/or conversion facility(ies), shall be provided to the Owner within 30 days of the time at which the asbestos-containing wastes are received at the disposal and/or conversion facility(ies), which shall be no longer than 40 days after the waste was accepted by the initial transporter. The Waste Shipment Record shall specify the designating number of bags or cubic yard(s) of asbestos waste.
- H. Asbestos waste shall be removed and deposited as soon as practical at a regulated waste disposal site. The Contractor shall be provide written evidence that the site is approved for asbestos disposal by the EPA, State and local regulatory agencies.

3.16 OTHER TRADES (Emergency Procedures)

- A. When other trades personnel (electrician, plumber, etc.) are required to enter the contained asbestos removal areas to perform emergency work the following procedures will be followed:
 - 1. Sign in and out of the bound log book and enter the date and time.

- 2. Wear and NIOSH/MSHA approved respirator as required by these specifications. Fit test and medical surveillance records shall be provided to the Asbestos Abatement Contractor's competent person prior to entering containment.
- 3. Wear disposable full body protective clothing as required by these specifications.
- 4. Full shower and decontamination procedures will be followed, along with the proper decontamination of any tools or equipment brought into the work area.
- 5. Respiratory protection and protective clothing to be provided by the Asbestos Abatement Contractor, unless otherwise agreed upon.
- 6. Personnel entering the regulated, contained work area must have the required training and medical surveillance records prior to entering the containment.

END OF SECTION 028200

SECTION 03-3300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section.

1.2 QUALITY ASSURANCE:

- A. Codes and Standards: Comply with provisions of following Codes, Specifications and standards, except where more stringent requirements are shown or specified:
 - 1. American Concrete Institute, ACI, "Specifications for Structural Concrete for Buildings" (ACI 301 latest revision).
 - 2. Concrete Reinforcing Steel Institute, CRSI, "Manual of Standard Practice" latest edition.
- B. Concrete Testing Service: Employ at contractor's expense a testing laboratory to perform materials evaluation test and to design concrete mixes.
- C. Owner: Employ separate testing laboratory to evaluate concrete delivered to and placed at site.
- D. Certificates: Signed by concrete producer and Contractor, may be submitted in lieu of material testing when acceptable to Engineer.

1.3 SUBMITTALS:

- A. Manufacturer's Data: Submit manufacturer's product data with installation instructions for proprietary materials including reinforcement and forming accessories, admixtures, joint materials, hardeners, curing materials and others as requested by Engineer.
- B. Laboratory Reports: Submit 2 copies of laboratory test or evaluation reports for concrete materials and mix designs.
- C. Reinforcement Materials as required.

1.4 SUMMARY OF CONCRETE WORK:

A. Sewer pipe trench infill.

PART 2 - PRODUCTS

2.1 REINFORCING MATERIALS:

A. Welded wire fabric (WWF): ASTM A185, welded steel wire fabric.

2.2 CONCRETE MATERIALS:

- A. Portland Cement: ASTM C 150, Type 1 use one brand of cement throughout project.
- B. Normal weight aggregates: ASTM C33, Provide aggregates from a single source for exposed concrete.
- C. Water: Potable.
- D. Air Entraining Admixture: ASTM C260.
- E. Water reducing Admixture: ASTM C494, Type A. and not contain more chloride ions than are present in municipal drinking water.
- F. Cementious Leveling Material: To be Levelastic floor self-leveling compound.

2.3 RELATED MATERIALS:

- A. Moisture Barrier: (to match existing underslab barrier)
 - 1. Permeance of less than 0.01 Perms as tested in accordance with ASTM E 1745 Section 7
 - 2. Other performance criteria:
 - a. Strength: ASTM E 1745 Class A.
 - b. Thickness: 15 mils minimum

2.4 PROPORTIONING AND DESIGN OF MIXES:

- A. Prepare design mixes for each type and strength of concrete in accordance with ACI 301 Section 3.9 "Proportioning on the Basis of Previous Field Experience or Trial Mixtures", Chapter 3 as indicated on drawings.
- B. Mix designs may be adjusted when material characteristics, job conditions, weather, test results or other circumstances warrant. Do not use revised concrete mixes until submitted to and accepted by Engineer.
- C. Use air entraining admixture in all concrete, providing not less than 4% nor more than 8% entrained air for concrete exposed to freezing and thawing, and from 2% to 4% for other concrete.
- D. Do not use admixtures containing calcium chloride.

2.5 CONCRETE MIXING:

A. Ready mix concrete shall be in accordance with ASTM C94.

PART 3 - EXECUTION.

3.1 PLACING REINFORCEMENT:

- A. Clean debris from trench; ready for clean placement of concrete; place wire mesh as required.
- B. Install welded wire fabric in as long lengths as practical, lapping at least one mesh.

3.2 JOINTS:

A. Provide construction, isolation, and control joints as required. Locate construction joints so as to not impair strength and appearance of structure. Place isolation and control joints in slabs- on-ground to stabilize differential settlement and random cracking.

3.3 INSTALLATION OF EMBEDDED ITEMS:

A. Set and build into work, anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in- place concrete. Use setting diagrams, templates and instructions provided by others for locations and setting. Imbeds include floor drain pans.

3.4 CONCRETE PLACEMENT:

- A. Comply with ACI 304, placing concrete in a continuous operation within planned joints or sections. Do not begin placement until work of other trades affecting concrete is completed.
- B. Consolidate placed concrete using mechanical vibrating equipment with hand rodding and tamping, so that concrete is worked around reinforcement and other embedded items and into forms.
- C. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.
 - 1. In cold weather comply with ACI 318-83
 - 2. In hot weather comply with ACI 318-83

3.5 CONCRETE FINISHES:

- A. Provide a smooth finish for exposed concrete surfaces and surfaces that are to be covered with a coating or covering material applied directly to concrete. Remove fins and projections, patch defective areas with cement grout, and rub smooth.
- B. Apply trowel finish to monolithic slab surfaces that are exposed-to-view or are to be

covered with resilient flooring, paint or other thin film coating. Consolidate concrete surfaces by finish troweling, free of trowel marks, uniform in texture and appearance.

3.6 CONCRETE CURING AND PROTECTION:

A. Begin initial curing as soon as free water has disappeared from exposed surfaces. Where possible, keep continuously moist for not less than 72 hours. Continue curing by use of moisture-retaining cover or membrane-forming curing compound. Cure formed surfaces by moist curing until forms are removed. Provide protection as required to prevent damage to exposed concrete surfaces.

3.7 QUALITY CONTROL:

- A. Owner's testing laboratory will perform sampling and testing during concrete placement, which may include the following, as directed by Engineer. This testing does not relieve Contractor of responsibility of providing concrete in compliance with specifications. Contractor may perform additional testing as necessary, at no expense to Owner, to ensure quality of concrete.
 - 1. Sampling: ASTM C 172.
 - 2. Slump: ASTM C 143, one for each set of compressive strength specimens.
 - 3. Air content: ASTM C 173, one for each set of compressive strength specimens.
 - 4. Compressive strength: ASTM C 39, one set for each 50 cu. yds, or fraction thereof of each class of concrete; 1 specimen tested at 7 days, 2 specimens tested at 28 days, and one retained for later testing if required.
 - When the total quantity of given class of concrete is less than 50 cu. yds., strength tests may be waived by Engineer if field experience indicates evidence of satisfactory strength.
- B. Test results will be reported in writing to Engineer, Contractor, and concrete producer on same day tests are made.

END OF SECTION 03-3300

SECTION 06-4000 - ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 RELATED WORK

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section

1.2 SUMMARY: This Section includes the following:

- A. Veneer cabinets and shelves.
- B. Solid-surfacing-material countertops.
- C. Miscellaneous materials associated with cabinetry.

1.3 DEFINITIONS

A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated, cabinet hardware and accessories and finishing materials and processes.
- B. Product Data: For adhesive for bonding plastic laminate and finishing materials and processes.
- C. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
 - 1. Show details full size.
 - 2. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
 - 3. Show locations and sizes of cutouts and holes for plumbing fixtures, faucets and other items installed in architectural woodwork.

D. Samples for Verification:

- 1. Plastic laminates and veneers, 8 by 10 inches (200 by 250 mm), for each type, color, pattern, and surface finish.
- 2. Exposed cabinet hardware and accessories, one unit for each type and finish.

- E. Product Certificates: For each type of product, signed by product manufacturer.
- F. Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates. (Not Required)
- G. Qualification Data: For fabricator

1.5 OUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- B. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.
- C. Quality Standard: Unless otherwise indicated, comply with WI's "Manual of Millwork" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.
- D. Forest Certification: Provide interior architectural woodwork produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
 - 1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.

1.8 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

PART 2 - PRODUCTS

- 2.1 CAFÉ SERVICE AREA CASEWORK (see drawings for details):
 - A. Cabinets to be custom units per drawings: plastic laminate bases and boxes with veneer panels to the public side. Core material plywood or equal.
 - 1. Full overlay door style where doors are used
 - 2. Shelves to be adjustable plastic laminate
 - 3. Stainless steel plastic laminate at base of cabinet: Nevamar "Stainless Brush" PM6006
 - 4. P.Lam at Cabinet Exterior: Nevamar "Recon Oak" WZ0005N
 - 5. P.Lam. at Interior of cabs & shelves: Nevamar "Foundry" S2084T, Textured
 - 6. Coat Hooks at Staff Storage in Storage Cabs: Bradley, Model No 9943 (2) each of 3 hooks.
 - B. Counter tops to be Solid Surfacing:
 - 1. Quality: NEMA LD 3, grades as indicated or, if not indicated, as required by woodwork quality standard.
 - 2. Solid Surface: See Finish List
 - C. Hardware: Pulls to be Stanley 4484 wire pulls or equal by other manufacturers; hinges to be manufacturers standard, but equivalent to 35 mm European type spring closing hinges by Hafele, Hettich, Outwater, Stanley or others as approved by the Architect. Finish on pulls to be US 26D brushed chrome.
- 2.2 MUSEUM RECEPTION, GIFT & DISPLAY CASEWORK:
 - A. Reception Desk Cabinet Bases & Countertop:
 - 1. Base Cabs: Nevemar "Recon Oak" WZ0005N
 - 2. Glass Name Plaque & Plexiglas Features:
 - 3. Desktop: Corian "Abolone"
 - 4. Credenza: Same
 - 5. Credenza Leg: 4" Stainless Steel clad tapered leg, non-adjustable plastic glide, square mount top.
 - 6. Kick Area: Nevamar "Stainless Brush" PM6006 Laminate
 - 7. Glass Signage Panel: 1/4" Tempered glass with Reversed Vinyl Letters
 - B. Gift Shop Shelving & Cabinets:

- 1. Base & Shelving: Nevamar "Recon Oak" WZ0005N
- 2. Pocket Door Track: Knape & Vogt Man. Co. 8070EZ, Series Pocket Door Slides
- 3. Cabinet Door Locks (brushed chrome or Stainless steel)
- 4. Slat Wall back paneling, 3" on center spacing. Provide ¼" glass shelving and brackets.

C. Display Case:

- 1. Glass: 1/4" Tempered; clear; frameless.
- 2. Soffit & Door Wall: Painted Wood See drawing A-603 for Soffit (top of case), Base and Door details.
- 3. Interior Finish: Nevamar "Cool Chic" VA7002T
- 4. Display Lighting: LED Rope Light
- 5. Recessed Door Handle: Stainless Steel Rectangular Flush Mount Pull, AHI SIG776-630 (Doorware.com) or equal
- 6. Piano Hinge: 304 Grade Stainless Steel Hinge, 2" x .40"
- 7. Cylinder Lock: Knob/Lever Cylinder, solid brass construction, 3 tailpieces, Satin Chrome finish.

PART 3 - EXECUTION

- 3.1 Quality standard: Architectural Woodwork Institute (AWI) Quality Standards "Custom Grade" unless otherwise indicated or approved.
- 3.2 Provide shop drawings of all shop & field fabricated and installed casework for review, referencing AWI standards for quality, materials and workmanship.
- 3.3 Finishes: Provide manufacturer's standard colors to be selected by the architect.
- 3.4 Fire-retardant treatment: ASTM E84, Class A, where required by code or local authorities. Vehicle for preservative shall be compatible with finish. Material specified is inherently fire retardant and meets all applicable codes and regulations.
- 3.5 All case work to be shimmed and set square and level, securely fastened to floor and walls.
- 3.6 All case work and countertop work is to be coordinated with both wiring (low and line voltage) and under counter lighting as well as all plumbing work for enclosed laboratory gases, air and/or vacuum as shown on the MEP drawings.

END OF SECTION 06-4000

SECTION 07-7900 – JOINT SEALERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section
- 1.2 Applications: Provide sealants at intersection of building components of type required for the joint to be sealed and compatible with the materials to be sealed.

PART 2 – PRODUCTS

- 2.1 MATERIALS: Joints designed for expansion and movement conditions at site:
 - A. Interior joints: Tremco Acrylic Latex or approved equivalent.
 - B. Waterproof Sealants (Silicone) at Floor and Cabinet Base: Tremco Proglaze or approved equivalent.
 - C. Precompressed expanding sealant tape: EMseal PC-SA or approved equivalent.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Install all sealant and caulking on thoroughly clean surfaces to assure the maximum bond.
- B. Install only sealants and caulking appropriate for the surfaces being sealed, particularly when bridging dissimilar materials.
- C. Apply the sealants and caulking only when the ambient temperature is between and 40 & 100 degrees F.
- D. Do not use polysulfide base sealants where sealant may be exposed to fumes from bituminous materials, or where water vapor in continuous contact with compendious materials may be present.
- E. Do not use sealant type listed by manufacturers as not suitable for use in locations specified.
- F. Apply caulking and sealing compounds in accordance with manufacturer's printed instructions.
- G. Avoid dropping or smearing compound on adjacent surfaces; where appropriate, mask adjacent surfaces and remove masking tape after tooling sealant; use "blue tape" to allow removal without removing finish on adjacent material.

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- H. Fill joints solidly with compound and finish compound smooth
- I. Tool joints to a concave surface unless shown otherwise or specified otherwise.
- J. Finish paving ort floor joints flush unless joint is otherwise detailed.
- K. Apply compounds with nozzle size to fit joint width.
- L. Test sealants for compatibility with each other and substrate; use only compatible sealants.
- M. Exercise particular care to assure that all openings through rated walls and ceilings are caulked with Fire-Stop sealant, applied on clean and dry surfaces as directed by the manufacturer; apply primer if required before caulking.

END OF SECTION 07-7900

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SECTION 09 5100 - ACOUSTICAL CEILINGS

PART 1 - GENERAL

- 1.1 DESCRIPTION OF WORK: Extent of each type of acoustical ceiling is shown and scheduled on drawings. AT work consists of, but is not limited to, replacement of corridor suspension system and acoustic tile removed and replaced after mechanical and electrical work is completed.
 - A. Types of acoustical ceilings specified in this section include the following:

Acoustical tile ceilings – exposed T-bar suspension Metal tile ceilings – concealed suspension

1.2 RELATED WORK SPECIFIED ELSEWHERE:

A. Light Fixtures in Ceiling System: Section 16420, 'Lighting and Equipment Fixtures'.

1.3 STANDARDS:

- A. Standard for Acoustical Ceiling Units: Provide manufacturer's standard units of configuration indicated which are prepared for mounting method designated and which comply with FS SS-S-118 requirements.
- B. Sound Attenuation Performance: Provide acoustical ceiling units with ratings for ceiling sound transmission class (STC) of range indicated as determined according to AMA 1-II "Ceiling Sound Transmission Test by Two-Room Method" with ceilings continuous at partitions and supported by a metal suspension system of type appropriate for ceiling unit of configuration indicated (concealed for tile, exposed for panels).

1.4 OUALITY ASSURANCE:

- A. Installer Qualifications: Company with 5 years minimum experience.
- B. Fire Performance Characteristics: Provide acoustical ceiling components with the following fire performance characteristics:
 - 1. Surface Burning Characteristics: Tested per ASTM E84.
 - 2. Flame Spread: 25 or less. Smoke Developed: 50 or less.
- C. Fire Resistance Ratings: As indicated by reference to design designation in UL "Fire Resistance Directory" for floor, roof or beam assemblies in which acoustical ceilings function as a fire protective membrane; tested per ASTM E119. Provide protection materials for lighting fixtures and air ducts to comply with requirements indicated for rated assembly.
- 1.5 SUBMITTALS: Comply with requirements of Section 01300: Submittals.

- A. Shop Drawings: Indicate grid layout and related dimensions, method of anchorage to building structure, junctions with other work or ceiling finishes and inter-relation of mechanical and electrical items related to ceiling system.
- B. Samples: Submit acoustical units of not less than 6" square and suspension systems (exposed and concealed). Provide samples showing range of pattern, texture and color.

1.6 TOLERANCES:

- A. Variation from Flat and Level Surface: 1/8" in 10 ft.
- B. Variation from Plumb of Grid Members Caused by Eccentric Loads: Two degrees maximum.
- 1.7 ENVIRONMENTAL CONDITIONS: Do not install acoustical ceilings until building is enclosed, sufficient heat is provided, dust generating activities have terminated and overhead mechanical work is completed, tested and approved.
 - A. Permit wet work to dry prior to commencement of installation.
 - B. Maintain uniform temperatures of minimum 60 deg F. and humidity of 20% to 40% prior to, during and after installation.
- 1.8 COORDINATION: Coordinate layout and installation of acoustical ceiling units and suspension system components with other work supported by, or penetrating through ceilings, including light fixtures, HVAC equipment, fire-suppression system components (if any), and partition system (if any).
- 1.9 DELIVERY, STORAGE AND HANDLING:
 - A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in fully enclosed space designated by SCSU PM, where they will be protected against damage from moisture, direct sunlight, surface contamination or other causes.
 - B. Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.
- 1.10 SUBSTITUTIONS AND PRODUCT OPTIONS: Section 01 6300 contains the procedures for submitting and obtaining review of products which, in addition to those specified, may be approved for use in the Project.

PART 2 - PRODUCTS

- 2.1 MANUFACTURERS: Subject to compliance with requirements, provide one of the following products:
 - A. Acoustical Tile (2'x4')s: Armstrong World Industries, Inc. 24 x 48 lay-in (tegular mineral acoustic tile),No. 1938, 'Ultima System', by the Armstrong World Industries. NCT SRC No 0.70, color White.

- B. Acoustical Tile (1'x1') direct 'glue-on' acoustical tile fie fissured No. 741 tile, sec ured with adhesive approved for this purpose by the manufacturer.
- C. Non-Fire-Resistance-Rated Steel Suspension Systems:

U S Gypsum, Inc.

Chicago Metallic Corporation.

Donn Corporation.

Eastern Products Division, Armstrong World Industries, Inc.

National Rolling Mills, Inc.

D. Fire-Resistance-Rated Steel Suspension Systems:

Armstrong World Industries, Inc.

Chicago Metallic Corporation.

Donn Corporation.

Eastern Products Division, Armstrong World Industries, Inc.

National Rolling Mills, Inc.

E. Acoustical Sealant (SLNT-24):

"BA-98"; Pecora Corp.

"Tremco Acoustical Sealant";Tremco Inc.

2.3 MATERIAL - GENERAL:

- A. Carrying Channels: 1-1/2", 16 gauge cold-rolled channels painted with rust-inhibitive paint.
- B. Wall Moldings: Same manufacture as system components. Cold-rolled steel, finish to match system components.
- C. Attachment Devices: Size for 5 times design load indicated in ASTM C635, Table 1, Direct Hung.
- D. Hanger Wire: Federal Specification QQ-W-461, composition 1010 soft annealed, finish 5 (zinc-coated), Class 1, for suspended and furred ceilings, minimum 9 gauge. ASTM A641.
- 2.4 SUSPENSION SYSTEM: Comply with ASTM C635.
 - A. Components: Clean Room Grid System, as manufactured by Armstrong World Industries.
 - 1. Main Beams: All main beams shall be commercial-quality 3105-H24 aluminum chassis co-extruded with polyvinyl chloride.
 - a. EA7900 Main Beams are 1-11/16 inch web height with 15/16 inch exposed flange with integral flexible gasket.
 - b. End detail: Stainless steel splice clips.
 - c. Structural Classification: ASTM C 635, Intermediate Duty.
 - 2. Cross Tees: All cross tees shall be commercial-quality 3105-H24 aluminum chassis coextruded with polyvinyl chloride.

- a. Cross tees have 1-11/16 inch web height with 15/16 inch exposed flange with integral flexible gasket.
- b.End detail: Hook type with holes available to accept #6 self-tapping screws for seismic installations.
- c. EA7940 4 foot cross tees
- d.EA7920 2 foot cross tees
- 3. Wall Molding, EA7801 -15/16 inch commercial-quality 3105-H24 aluminum chassis coextruded with polyvinyl chloride with integral flexible gasket.
- 4. Hold Down Clip Extruded polyvinyl chloride clip to work with 1/16" to 3/4" panels.
- B. Finish: Lightly textured white polyvinyl chloride and match the actual color of the selected ceiling tile, unless noted otherwise.
- C. Attachment Devices: Size for five times design load indicated in ASTM C 635, Table 1, Direct Hung unless otherwise indicated.
- D. Wire for Hangers and Ties: ASTM A 641, Class 1 zinc coating, soft temper, pre-stretched, with a yield stress load of at least time three design load, but not less than 12 gauge.
- 2.5 EXPOSED SUSPENSION SYSTEM: Comply with ASTM C635.
 - A. Types of Exposed Suspension System (ESS-#):
 - 1. ESS-1: Non-Fire-Resistance-Rated Single Web Steel Suspension System.
 - a. Face Design:

T-shaped flanges; designed to match existing.

- B. Structural Classification: Heavy-Duty System.
- C. Finish: Painted; white face, black reveal.

2.6 MATERIAL - ACCESSORIES:

- A. Column Collars: As manufactured by Fry Reglet, or approved equal, painted to match exposed suspension system.
- B. Hold Down Clips: Where indicated on drawings per tile manufacturer requirements.
- C. Impact Clips: Where indicated provide manufacturer's standard impact clip system design to absorb impact forces against lay-in panels.
- 2.7 EXTRA MATERIALS: Upon completion of the Project, provide 5% extra stock of each type of acoustical material used, deliver to area designated by the University.

PART 3 - EXECUTION

3.1 INSPECTION:

A. Examine all surfaces and conditions affecting the proper installation of acoustical materials and do not proceed until all unsatisfactory conditions have been corrected. Commencing installation implies acceptance of surfaces and job conditions.

3.2 INSTALLATION - GENERAL:

- A. Cooperate with other trades in the spacing of items occurring in ceilings. Fit acoustical materials accurately to all such items.
- B. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less-than-half width units at borders, and comply with reflected ceiling plans wherever possible.
- C. Where acoustical ceilings of different heights abut, the vertical surface at the ceiling break shall be acoustical material to match ceiling, unless otherwise noted or detailed.
- D. Install acoustical materials, having a directional pattern, with the pattern in a single direction as directed.
- E. Where access panels are indicated in acoustical ceilings, install such panels or lay-in panels to access panels.
 - 1. Apply identifying device to tiles below access panels and to accessible tiles. Identifying devices: By Seton Name Plate Co.
- F. Install system in accordance with ASTM C636 manufacturer's instructions and as supplemented in this Section.
- G. Install fire rated system in accordance with UL Design requirements.
- H. Install system capable of supporting imposed loads to a deflection of L/360 maximum.
- I. Install edge molding at intersection of ceiling and vertical surfaces, using longest practical lengths. Miter corners. Provide edge moldings at junctions with other interruptions.
- J. Install acoustical insulation where indicated. Cut and fit around objects to get proper sound insulation.
- K. Install acoustical sealant where required in accordance with manufacturer's instructions in uniform, continuous beads without gaps or air pockets.

3.3 CEILING SUSPENSION SYSTEMS:

- A. Install in accord with ASTM C636, and suspension system manufacturer's instructions.
- B. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum which are not part of supporting structural or ceiling suspension system.

3.4 HANGER WIRES:

A. Where provisions have not been made in the structure for attachment of hanger wires, provide special attachment devices which have been certified by test. Where ductwork or other interferences make it impossible to provide direct-to-structure suspension within the maximum allowable spacing, provide trapeze suspension system to maintain the spacing of hanger wires.

3.5 LAY-IN PANEL:

- A. Install lay-in panel flush and level in grid system. Provide hold-down clips for each board where indicated on drawings, and in areas where required by governing regulations or for fire-resistance ratings.
- 3.6 EXPOSED SUSPENSION SYSTEM: Space main tees in arrangement indicated on reflected ceiling plan, accurately level and tie to hanger wires. Install cross tees in arrangement indicated on reflected ceiling plan, and lock in place on main tees. Install prefinished metal moldings and preformed corners at area perimeters. Provide factory finished edge moldings where unfinished edges are exposed in the finished work. Install cross tees as required to provide framing at entire perimeter of openings, such as at light fixtures, diffusers, return air grilles, linear diffusers and as otherwise detailed.
- 3.7 CLEANING: After installation of acoustical materials, clean (or replace with new material) all soiled or discolored surfaces of material. Remove and replace damaged or improperly installed material.

END OF SECTION 09 5100

SECTION 09 6500- HARD VINYL/CORK & EPOXY FLOORING & RUBBER BASE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- A. Extent, location and details of each type of resilient flooring are indicated on drawings, resilient flooring data sheets and in schedules.
- B. Work of this section includes furnishing and installation of resilient flooring, adhesives and accessories, including:

Hard Vinyl/Cork Flooring Rubber Base Epoxy Flooring System

- C. See note in Section 02070 Demolition regarding any existing flooring
- D. See Section 09900 Painting for specification for water-based epoxy floor paint

1.2 QUALITY ASSURANCE:

- A. Single Manufacturer: Provide each type of resilient flooring and accessories as produced by a single manufacturer, including recommended primers, adhesives, sealants, and leveling compounds.
- B. Installer's Qualifications: Engage Installer who is certified in writing by resilient flooring manufacturer as qualified for installation of sheet vinyl employing heat welded seams, and has a minimum of 5 years experience in installation.
- C. Fire Test Performance: Provide resilient flooring which complies with the following fire test performance criteria as determined by an independent testing laboratory acceptable to authorities having jurisdiction.
 - 1. Flame Spread: Not more than 75 per ASTM E84.
 - 2. Smoke Developed: Not more than 450 per ASTM E84.
 - 3. Smoke Density: Not more than 450 per ASTM E662.

1.3 STANDARDS:

- A. Standard for Unfilled Vinyl Sheet Without Foam Interlayer and Backing: Comply with ASTM 1913, "Standard Specification for Vinyl Sheet Floor Covering without Backing".
- 1.4 SUBMITTALS: Comply with requirements of Section 01300: Submittals.
 - A. Product Data: Submit manufacturer's technical data for each type of resilient flooring and accessory.

- B. Samples: Minimum of 3 samples of each type and color or pattern of resilient flooring and base material.
 - 1. Mark samples with name of Contractor, project identification, and area where materials are to be used.
- C. Maintenance Materials: Upon completion and prior to acceptance of the work, furnish manufacturer's recommended maintenance instructions.
- D. Certification for Fire Test Performance: Submit certification from an independent testing laboratory acceptable to authorities having jurisdiction that resilient flooring complies with fire test performance requirements.

1.5 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver materials to Project site in manufacturer's original, unopened containers with labels indicating brand names, colors and patterns, and quality designations legible and intact.
- B. Store and protect accepted materials in accordance with manufacturer's directions and recommendations.
- 1.6 ENVIRONMENTAL REQUIREMENTS: Maintain temperature in space to receive tile at 65 deg F for not less than 24 hours before and 48 hours after installation. Maintain minimum temperature of 65 deg F thereafter.
 - A. Install resilient flooring and accessories after other finishing operations, including painting, have been completed. However, install resilient flooring before fixed in place base units, so that flooring covers entire floor area.
- 1.7 SUBSTITUTIONS AND PRODUCT OPTIONS: Section 01630 contains the procedures for submitting and obtaining review of products which, in addition to those specified, may be approved for use in the Project.

PART 2 - PRODUCTS

- 2.1 MANUFACTURER: Subject to compliance with requirements, provide products of one of the following:
 - A. Gerfloor 20" x 20", tiles, 'Sage2' Color shown on drawings
 - B. Johnsonite Rubber 6" Cove Base Color as shown on drawings

- 2.2 HARD FLOORING COLORS: Colors as selected by Design Professional from manufacturer's standard colors.
- 2.3 HARD FLOORING PATTERNS: Provide patterns as indicated, or if not otherwise indicated, as selected by Design Professional from manufacturer's standards.

2.4 TYPES OF HARD FLOORING:

A. V-1 to V-6. Provide hard 20" x 20" solid vinyl tile with integral cork backing, Saga 2 by Gerfloor, laid without adhesive, ASTM F 1700-04, Class III, Type B; Fire Resistance ASTM E648 08; Class 1; Wear Resistance EN 66.2

2.5 TYPES OF WALL BASE:

- A. Rubber Wall Base: Provide rubber base complying with FS SS-W-40, Type II, with matching end stops and preformed or molded corner units. Unless shown otherwise, height: 6", thickness: 1/8". Note: If necessary to cover remnants of removed 4" high base or to cover damaged GWB, on existing walls of GWB or CMU, use 6" high rubber base.
- B. Style of Wall Base: General: Standard top-set cove.
- C. Finish of Wall Base: High Gloss.

2.6 MATERIAL - ACCESSORIES:

- A. Resilient Edge Strips: 1/8" thick, homogeneous vinyl or rubber composition, tapered or bullnose edge, color to match flooring, or as selected by Design Professional from standard colors available; not less than 1" wide.
- B. Metal Edge Strips: Of width shown and of required thickness to protect exposed edge of resilient flooring. Provide units of maximum available length, to minimize number of joints.
 - 1. Material: Extruded aluminum with mill finish, unless otherwise shown.
 - 2. Type: Butt type metal edge strips for concealed anchorage.
- C. Adhesives (Cements): Moisture resistant, as recommended by resilient flooring manufacturer for type of flooring and type of substrate involved. Provide Armstrong S-240 High-Performance epoxy adhesive for sheet vinyl flooring and Armstrong S-580 Flash Cove Adhesive for integral vinyl cove base.
- D. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.
- E. Leveling and Patching Compounds: Latex types as recommended by flooring manufacturer to provide smooth, level and acceptable substrate over the existing or patched concrete slab. Use products which will assure both adherence to both the concrete substrate and the new sheet vinyl flooring and of a moisture content acceptable for all layers of the installation

2.7 EXTRA STOCK: After completion of work, deliver not less than 3% of each type, color, pattern, and size of resilient flooring installed exclusive of material required to properly complete installation. Furnish accessory components as required. Furnish replacement materials from same production run as materials installed. Package replacement materials with protective covering, identified with appropriate labels. Deliver to area designated by the University.

PART 3 - EXECUTION

- 3.1 PREPARATION OF SUBFLOOR SURFACES: Prepare subfloor surfaces as recommended by adhesive manufacturer and resilient flooring manufacturer.
 - A. Broom clean or vacuum surfaces to be covered, and inspect subfloor.
 - B. Apply concrete slab primer and or leveling compound, if recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer's directions.
 - C. Preparation shall conform to the requirements and recommendations of the publication, Addressing Moisture Related Problems Relevant to Resilient Floor Coverings Installed over Concrete, latest issue, published by the Resilient Floor Covering Institute.
 - D. Sheet Vinyl Flooring to be laid in linear pattern, across the short width of the floor with seams aligned as directed by the architect. Set up sheet vinyl flooring layout to center sheets in short direction of the room, avoiding any sheet pieces of less than 2'-0" in one dimension.

3.2 INSPECTION:

- A. Require Installer to inspect subfloor surfaces to determine that they are satisfactory. A satisfactory subfloor surface is defined as one that is level, smooth and free from cracks, holes, ridges, coatings preventing adhesive bond, and other defects impairing performance or appearance.
- B. Do not allow resilient flooring work to proceed until subfloor surfaces are satisfactory.
- 3.3 INSTALLATION: In accord with resilient flooring manufacturer's and adhesive manufacturer's printed instructions. Butt tightly to vertical surfaces, edgings and other materials, scribe around obstructions. Extend flooring into toe spaces, door reveals, closets and similar openings.
- 3.4 SHEET VINYL LAYOUT: Lay sheet vinyl from center marks established with principal walls, discounting minor offsets, so that tile at opposite sides of room are of equal width. Adjust as required to avoid use of cut widths less than 1/2 a sheet at room perimeters. Lay sheet vinyl square to room axis, unless otherwise shown. Lay sheet vinyl with grain or pattern running in same direction, unless otherwise shown. Adhere tile flooring to substrates using full spread of adhesive applied in compliance with flooring manufacturer's directions.

- 3.5 RESILIENT BASE: Install in as long lengths as practicable, using adhesive. Tightly bond base to backing throughout the length of each piece with continuous contact at horizontal and vertical surfaces.
 - A. Resilient Base at Casework, Woodwork, and Miscellaneous Equipment: Use same base material as scheduled for walls in these spaces. Provide base on these items and adjacent walls after they have been permanently set in place. Provide base around perimeters of all casework including sides of base cabinets in knee spaces, as well as around perimeters of all service chases.
- 3.6 COVE BASE: Provide integral flash cove base where shown on drawings, including cove support strip and metal top edge strip. Install cove base tight to wall. Construct coved base in accordance with manufacturer's instructions.
- 3.7 OVERLAP METAL EDGE STRIPS: Apply overlap metal edge strips where shown on drawings, and after flooring installation. Secure units to substrate with countersunk stainless steel anchors, complying with edge strip manufacturer's recommendations.
- 3.8 CLEANING: Remove excess adhesive or other surface blemishes from resilient flooring and accessories as recommended by flooring manufacturer. Remove misplaced adhesive from surfaces of adjacent materials. Sweep or vacuum floor thoroughly.
 - A. Do not wash floor until time period recommended by resilient flooring manufacturer has elapsed to allow resilient flooring to become well-sealed in adhesive. Damp-mop floor being careful to remove black marks and excessive soil.
 - B. Protect resilient flooring against damage from rolling loads for initial period following installation by covering with plywood or hardboard. Use dollies to move stationary equipment or furnishings across floors.

3.9 3-PART EPOXY FLOORING:

- A. Where scheduled, provide and install a 3- component, troweled, epoxy mortar flooring system with integral base consisting of an epoxy resin, amine curing agent and selected, graded aggregate blended with inorganic pigments.
- B. System to be the Stonclad GS system as manufactured by the Stonhard Corporation and shall have the following characteristics:

1.	Compressive strength (ASTM C-579) -	10,000 psi after 7 days
2.	Tensile strength (ASTM C-307) -	1,750 psi
3.	Flexural Strength (ASTM C-580) -	4,000 psi
4.	Flexural Modulus of Elasticity (AST< C-580)	2.0 x 106 psi
5.	Hardness (ASTM D-2240, Shore D) -	85 to 90
6.	Impact Resistance (ASTM D-2794) -	160 in. / lb.
7.	Abrasion Resistance (ASTM D-4060) -	0.1 gm
8.	Coefficient of Friction (ASTM F-1697) -	0.83 (dry)
9.	Slip resistant index (ASTM F-1679, F-2508) -	0.66 (wet)
10.	Flammability (ASTM E-648) -	Class 1

11. Thermal coefficient of linear expansion (ASTM C-531) 1.5 10-5 in./ in. ⁰F.

12. Water absorption (ASTM C-413) - 0.2 %

13. Heat resistance limitation 140° F./60 C.

(continuous exposure)

200° F./93°C. (intermittent spills)

14. VOC content (ASTMD-2369, Method E) 0.2%

15. Cure rate 24 hrs for normal operation

(at 75°F. / 25°C.)

C. Apply Stonclad GS over Standard Primer as recommended by the manufacturer, Stonhard, to assure a proper bond.

- D. Prepare sub-state; to be dry and properly prepared using mechanical means; check substrate of concrete and cementious leveling course for moisture levels to assure the sub-state is ready to receive the primer and Stonclad finish.
- E. Color to be the standard "Pewter" color from the manufacturers chart.
- F. Color for patching the existing epoxy resin in rooms M171 &M172 to be matched to the existing color as near as is feasible.
- G. Provide small section of Stonhard integral base in the areas along the corridor in front of the existing freight elevator to infill after new walls area constructed in the color to match the existing color a near as is feasible.
- H. Mixing and Installation to be by contractor / installer licensed by the manufacturer.
- I. Manufacturer's instructions are to be followed precisely fro mixing, installation, cleaning and finishing.
- 3.10 CORRECTION: Up to the end of specified 1-year guarantee period, remove and replace the following defective materials:
 - A. Cracked or split finish materials.
 - B. Loose finish materials and materials with joints which are not tight. Remove and re-cement base which is not tight to the wall.
 - C. Flooring which "telegraphs" irregularities from below. Correct defects in substrate before replacing flooring.
 - D. Flooring which is specified to be water tight.

END OF SECTION 09 6500

SECTION 09 6800 - CARPET

PART 1 - GENERAL

1.1 GENERAL

- A. All technical and non-technical specifications, general and supplementary conditions and requirements apply to the work specified in this section.
- B. Carpet mills must have five or more years of production experience with carpet similar to type specified in this Section. Product must be compliant to stated requirements in this section.

1.2 SCOPE OF WORK

- A. Furnish all materials, labor, tools, equipment, services and other incidentals required to perform work as listed.
- B. Remove existing carpet and base in all areas defined on attached drawings, and replace with new carpet and base as specified.

1.3 MINIMUM CONSTRUCTION CRITERIA

A. Tiles

- 1. Construction: tufted
- 2. Surface texture: textured patterned loop
- 3. Gauge: 1/12"
- 4. Density: 5942
- 5. Stitches: 11.0 per inch
- 6. Finished pile thickness: 0.103"
- 7. Dye Method: Solution Dyed / Yarn Dyed
- 8. Color: As noted on Drawings
- 9. Backing Material: EcoFlex ICT
- 10. Fiber Type: Premium Nylon Collections Salt Creek', Arcade Legend',
- 11. Fiber Technology: Stain Resistant System
 - Passes GSA requirements for permanent stain resistant carpet. ☑
- 12. Face Weight: 17 oz. per sq. yd⊠
- 13. Pattern Repeat: Not Applicable
- 14. Size/Width: 24" x 24"
- 15. Soil Release Technology: Sentry
- 16. Installation Method: Quarter Turn, Brick Ashlar
- 17. Indoor Air Quality: Green Label Plus 1098
- 18. Foot Traffic Recommendation TARR: Heavy
- 19. NSF 140: Gold
- 20. Static: AATCC-134 Under 3⊠5 KV
- 21. Flammability: ASTM E 648 Class 1 (Glue Down)
- 22. Smoke Density: ASTM E 662 Less than 450

23. Warranties:

- i. Lifetime Limited Modular Warranty,
- j. Lifetime Duracolor Stain Warranty,
- k. Lifetime Static

B. Rolled Goods:

- 24. Construction: tufted
- 25. Surface texture: textured patterned loop
- 26. Gauge: 1/12"
- 27. Density: 5942
- 28. Stitches: 11.0 per inch
- 29. Finished pile thickness: 0.103"
- 30. Dye Method: Solution Dyed / Yarn Dyed
- 31. Color: As noted on Drawings
- 32. Backing Material: EcoFlex ICT
- 33. Fiber Type: Premium Nylon Collections Salt Creek',
- 34. Fiber Technology: Stain Resistant System
 Passes GSA requirements for permanent stain resistant carpet.

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- 35. Face Weight: 17 oz. per sq. yd⊠
- 36. Pattern Repeat: Not Applicable
- 37. Size/Width: 72" wide x length to 48'-0"
- 38. Soil Release Technology: Sentry
- 39. Installation Method: Quarter Turn, Brick Ashlar
- 40. Indoor Air Quality: Green Label Plus 1098
- 41. Foot Traffic Recommendation TARR: Heavy
- 42. NSF 140: Gold
- 43. Static: AATCC-134 Under 3\S KV
- 44. Flammability: ASTM E 648 Class 1 (Glue Down)
- 45. Smoke Density: ASTM E 662 Less than 450
- 46. Warranties:
 - i. Lifetime Limited Modular Warranty,
 - j. Lifetime Duracolor Stain Warranty,
 - k. Lifetime Static

C. Walk-Off Mat

- 1. Mats, inc. walk-off mat
- 2. Cut to size to fit recess
- 3. Standard color as shown on drawings

1.4 PERFORMANCE REQUIREMENTS

- A. No edge ravel wet or dry Seam sealer not required to guarantee no edge raveling at seams under normal use during Lifetime of the Carpet.
- B. Secondary Backing Adhesion guaranteed not to delaminate for the Lifetime of the Carpet. Chair pads are not required.

- C. Wear Guarantee no more than 10% face yarn loss for Lifetime of the Carpet.
- D. Carpet modules will not cup, dome or dish during the Lifetime of the Carpet.
- E. Carpet modules must be dimensionally stable and will not shrink or grow under normal use conditions for the Lifetime of the Carpet.
- F. Flammability: Passes DOC-FF-1-70 Pill Test
- G. Carpet modules will give protection from static discharges in excess of 3.0 KV at 70 degrees F and 20% R.H. for the Lifetime of the Carpet.
- H. Floor Radiant Panel Test: Meets NFPA Class 1 when tested under ASTM E-648 glue down.
- I. Smoke Density: MBS Smoke Chamber NFPA-258-Less than 450 Flaming Mode.
- J. Color Fastness: no change in color from sun light.
- K. The stain resistant properties must be permanent and cannot be removed by commercial cleanings or abrasive wear for the Lifetime of the Carpet Test data as follows:
 - 1. Red Dye 40 must be released by water only, after exposure to 150,000+ cycles in a tetra pod walker and after sample is allowed to soak in 10:1 solution of water and ammonia.
 - 2. Topical stain resistant treatments will not be acceptable. Stain resistant properties must be inherent.

1.5 PROTECTION

It will be the Flooring Contractor's responsibility to protect all furniture, walls, doors, etc. from damages during installation of the new carpeting and base, and removing existing carpet and base. Any items moved shall be placed in original position at the end of work period. Flooring Contractor will be responsible for all damages.

1.6 BIDDER'S RESPONSIBILITY

All prospective bidders are required to visit the job site to familiarize themselves with the work on hand, in preparation of their bid.

JOB CONDITIONS:

Substrate: Flooring Contractor must examine the substrate, and the conditions under which the carpeting is to be installed, and notify the contractor, in writing, of the conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Flooring Contractor.

1.7 TEST REQUIREMENTS

A.Flame / Smoke Resistant Standards

Provide carpet complying with ratings as indicated for the following:

- 1. Flooring Radiant Panel Test ASTM E-648-78 and/or NFPA 253
- 2. Carpeting shall have a minimum critical radiant flux of forty-five hundredths (0.45) watts per square centimeter (cm2).
- 3. Methenamine Tablet Test DOC-FF-1-70 and/or ASTM D 2859-76.
- 4. Carpet shall meet the "Standards for the Surface Flammability of Carpets"
- 5. Smoke Density Test NFPA 258 and/or ASTME E 662-83
- 6. Carpet shall have a specific optical density (DM) of four hundred fifty (450) or less (flaming).
- 7. Fade Resistance:
 - a. Lightfastness AATC 16E-1982 Dark Color; Gray scale rating of four or better after 180 standard fading hours as compared to AATC Gray Scale for evaluation change in color
 - b. Ozone and Gas AATCC 129-1298 Rating 3 or better per color AATCC transference scale.
- 8. Static Resistance: Provide carpet construction to provide a minimum of 3.0 KV resistance for 20% R. H. at 70 degrees, AATCC 134.
- 9. Moisture Barrier: In accordance with the British Spill Test Method E
- 10. Carpet and installation procedures shall meet or exceed requirements as set forth by the provisions of the American Disability Act.
- 11. Stain Resistance:
 - a. Provide carpeting with permanent stain resistant properties, which cannot be removed by wear or commercial cleanings. Must also pass Acid Red 40 spot test AATCC 175-1991 after removal of any topical treatments.
- 12. Carpet must meet or exceed qualifications for environmental standards of the Carpet and Rug Institute's Green Label Plus Program.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

A. Carpet tiles to be Manufactured by Lees by Bentley Carpet Co.

2.2 GUARANTEES AND WARRANTY

Flooring Contractor must guarantee installation workmanship for a minimum of 2 years and supply carpeting warranted by the manufacturer for the following:

- A. Wear: Warrant that the carpet will lose no more than 10% by weight of pile face fiber during the Life of the Carpet when installed and maintained in accordance with manufacturer's procedures.
- B. Static Protection: Warrant that the carpet will give protection from static discharges in excess of 3.0 KV when tested under Standard Shuffle test method (at 70 degrees Fahrenheit and 20 degrees RH) during the Life of the Carpet.
- C. Backing Delamination: Warrant that the secondary backing of the carpet will not delaminate during the Life of the Carpet. Chair pads are not required.
- D. Edge Ravel: Warrant that under normal use the carpet will not edge ravel at the seams for the Life of the Carpet. No Seam Sealer will be required.
- E. Tuft Bind: Tuft Bind integrity must be maintained for the Life of the Carpet.
- F. Cup, Dome, Dish: Warrant that modules will not cup, dome or dish for the Life of the Carpet.
- G. Stain Warranty: Contractor must supply enduser with a comprehensive maintenance plan from manufacturer that will offer a Lifetime Stain Resistant Warranty against common spills such as: coffee, colas, fruit drinks, Kool Aid, Chocolate, etc.
- H. Color Fastness Warranty: Contractor must supply enduser with manufacturers Lifetime Color Fastness Warranty.

2.3 QUALITY ASSURANCE

- A. The Owner/Architect will approve Flooring Contractor. Experience of the Flooring Contractor shall be at least five years in the supervision of carpet installation and five years in the installation of carpet similar to type specified herein.
- B. Carpet manufacturer shall have at least five years production experience with the carpet type specified herein. Carpet manufacturer shall be required to provide a minimum of 5 similar customers and contacts utilizing carpet with the same performance features specified herein with a wear period of at least 5 years.

2.4 SUBMITTALS

- A. Carpet manufacturer's written guarantees: Submit as described in part 8.0 Guarantees and Warranties.
- B. Samples: Submit a 9×9 inch sample of the carpet to be bid in a sealed, separate envelope. The name of the manufacturer and the specifications for the product shall be included in the bid.
- C. Shop drawings: submit a drawing showing the layout of each area to be carpeted and the location of seams, molding and edge strips. Cross Seams (if broadloom) should be minimized and are subject to the approval of the owner's rep.
- D. Maintenance manual: submit manual of carpet manufacturer's recommendations for the care, cleaning, and maintenance of carpeting.
- E. Certificates of compliances: submit certified test reports that carpet meets the tuft bind, static control, edge ravel, secondary backing delamination, stain resistance, CRI Green Label Certification and flammability properties.

2.5 DELIVERY AND STORAGE

A. Deliver carpet to the site in original protective wrapping with registration numbers and tags attached. Store in a safe, clean, dry and well-ventilated area. Store rolls flat and do not stack anything on top of rolls. In cool weather deliver carpet to the jobsite minimum 24 to 48 hours before installation to allow carpet to adjust to room conditions.

2.6 CARPET ACCESSORY MATERIALS

- A. Carpet Edge Guard: Manufacturer's standard type of heavy commercial molded vinyl or metal edge guard stripping.
- B. Adhesive for carpet: Provide a pressure sensitive or hot melt adhesive as recommended by the carpet manufacturer. Provide an adhesive, which contains no solvents to minimize odors, and that which complies with flame spread rating required for the carpet installation.
- C. Miscellaneous Materials: Provide the types of accessory items as recommended by the carpet manufacturer and installer for the conditions of installation and use.

2.7 EXTRA OR SURPLUS MATERIALS

A. Attic Stock: Contractors are to supply 2% minimum of each type of carpet and carpet tiles used on the project. Extra material to be in full width rolls if broadloom or boxed properly if tile.

PART 3 – EXECUTION

3.1 PREPARATION

A. Measure each space to receive carpeting, as a basis of supplying, cutting and seaming the carpet. Do not scale the Architect's drawings or calculate sizes from dimensions shown. Vacuum substrate immediately prior to carpet installation and remove all deleterious substances, which would interfere with the installation or be harmful to the work.

3.2 BEFORE INSTALLATION

A. Meet with the owners Rep. several days before installation. Discuss with him the various areas of responsibility and scheduling to assure a smooth transition of work.

3.3 INSTALLATION

- A. Carpet must be installed to conform to the CRI 104-1996 Standard for Installation Specification of Commercial Carpet and Guidelines for Indoor Air quality. Carpet will be direct glued using waterproof, non- VOC emitting, strippable adhesive recommended by the manufacturer.
- B. Carpet tiles to be free-laid.
- C. Termination and transition strips to be specified for approval in the specification package.
- D. Contractors must provide a seaming diagram for approval for all pattern broadloom carpet.

3.4 INSTRUCTIONS TO BIDDERS - DESCRIPTION OF WORK

- A. Disposal of old flooring materials shall be the responsibility of the installer.
- B. All work shall be completed during regular working hours or as specified by the owner. Space shall be returned to original configuration at the end of each work period during replacement.
- C. All work shall be performed to minimize disruption to the daily operations of the facility. The owner must approve any solvents or chemicals used in an effort to maintain an acceptable level of air quality in the workspace.

END OF SECTION 09 6800

SECTION 09-9000 - PAINTING

PART 1 - GENERAL

1.1 APPLICABLE SECTIONS: Drawings and general provisions of the Contract, including General Conditions and Division-1 Specification sections, apply to the work under this Section.

1.2 DESCRIPTION OF WORK:

- A. Extent of painting work is indicated on drawings and schedules, and as herein specified.
- B. Work includes painting and finishing of interior surfaces throughout project, except as otherwise indicated.
- C. Wall Paint will match Architect's specifications and will be provided by the Architect.

1.3 RELATED WORK SPECIFIED ELSEWHERE:

A. Gypsum Board Joint Treatment: Section 09250.

1.4 DEFINITIONS:

A. "Paint" as used herein means all applied coating materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

1.5 REFERENCES:

- A. ANSI/ ASTM D16: Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D2016: Test Method for Moisture Content of Wood.

1.6 REGULATORY REQUIREMENTS:

A. Conform to applicable State and Local code requirements.

1.7 REQUIREMENTS:

- A. Surfaces to be Painted: Except where natural finish of material is specifically noted as a surface not to be painted, paint exposed surfaces whether or not colors are designated in "schedules". If color or finish is not designated, Design Professional will select these from standard colors or finishes available.
- B. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.

1.8 QUALITY ASSURANCE:

- A. Provide product with container labels including manufacturer's name, type of paint, manufacturer's stock number, color, instructions for reducing (if applicable), analysis of contents, and instructions for application.
- B. Single Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- C. Coordination of Work: Review other sections of these specifications in which shop coat or prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.
- 1.9 SUBMITTALS: Comply with requirements of Section 01300: Submittals.
 - A. Product Data: Submit manufacturer's technical information including paint label analysis, rate of application, and application instructions for each material proposed for use. For each painting system, list manufacturer's recommended surface preparation.
 - B. Color samples: After colors of materials have been selected, submit two 8" by 16" paper-backed samples of each color and type of material selected. Samples will be reviewed for sheen, texture as well as for color.
 - C. Non-slip anti-skid Coating: Submit approximately 12" square samples of finish on similar stone or terrazzo sample of type and quality for use on Project
 - D. Certify conformity to specified flame spread and lead content ratings, unless such information is on labels.
- 1.10 JOB MOCK-UP: Not Required.
- 1.11 DELIVERY, STORAGE AND HANDLING: Deliver materials in sealed containers with labels legible and intact.
 - A. Store all materials used on the job in a single place as designated by YSM Project Manager. Keep area neat, clean and free of foreign materials and residue. Repair all damage resulting from improper handling. Remove oily rags, waste, etc., from the building every night. Take every precaution to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.
- 1.12 ENVIRONMENTAL REQUIREMENTS: Comply with manufacturer's recommendations for conditions under which paint systems can be applied.
 - A. Do not apply paint systems in areas where dust is being generated.
 - B. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
 - C. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.

- D. Do not apply paint in snow, rain, fog or mist, or when relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.
- E. Provide ventilation during painting and drying periods.
- 1.13 SUBSTITUTIONS AND PRODUCT OPTIONS: Section 01630 contains the procedures for submitting and obtaining review of products which, in addition to those specified may be approved for use in the Project.

PART 2 - PRODUCTS

- 2.1 MANUFACTURER: Subject to compliance with requirements, provide products of one of the following:
 - A. List of Painting Manufacturers:

Benjamin Moore and Co. (Moore).

Zolatone Corporation (Zolatone)

Devoe and Reynolds Co. (Devoe).

Glidden Coatings and Resins, Division of SCM Corporation (Glidden).

PPG Industries, Pittsburgh Paints (Pittsburgh).

The Sherwin-Williams Company (S-W).

National Sealing Co. (non-slip non-skid coating)

New Dimensions Solutions, Inc. (non-slip non-skid coating)

- B. Lusterless (Flat) Emulsion Finish (PS-29);
 - 1. First Coat: Interior Latex Base Primer Coat (FS TT-P-650).

Devoe; "50801 Wonder-Tones Latex Flat Wall Paint."

Glidden; "Y-3416 Spread Primer Sealer."

Moore; "Moore's Latex Quick-Dry Prime Seal."

Pittsburgh; "6-2 PPG Quick-Drying Interior Latex Primer Sealer."

S-W; "S-W Pro-Mar Latex Wall Primer."

2. Second Coat: Interior Flat Latex Base Paint (FS TT-P-29).

Devoe: "36XX Wonder-Tones Interior Latex Flat Wall Paint."

Glidden; "Y-3400-Line - Spread Satin Latex Wall Paint."

Moore; "Moore's Regal Wall Satin."

Pittsburgh; "6-70 Speedhide Latex Flat Wall Paint." S-W; "S-W Pro-Mar 400 Latex Flat Wall Paint."

- C. Lusterless (Flat) Emulsion Finish (PS-31);
 - 1. First Coat: Interior Flat Latex Base Paint (FS TT-P-29).

Devoe; "36XX Wonder-Tones Interior Latex Flat Wall Paint."

Glidden; "Y-3400-Line - Spread Satin."

Moore; "Moore's Latex Quick-Dry Prime Seal."
Pittsburgh; "6-70 Speedhide Latex Flat Wall Paint."

S-W; "S-W Wall and Wood Primer."

2. Second Coat: Interior Flat Latex Base Paint (FS TT-P-29).

Devoe; "36XX Wonder-Tones Interior Latex Flat Wall Paint."

Glidden; "Y-3400-Line - Spread Satin." Moore; "Moore's Regal Wall Satin."

Pittsburgh; "6-70 Speedhide Latex Flat Wall Paint." S-W; "S-W Pro-Mar 400 Latex Wall Paint.

- D. Semi-Gloss Enamel Finish (PS-37);
 - 1. Prime Coat: Red Lead Base Primer (FS TT-P-86). Prime coat is not required on items delivered shop primed.

Devoe; "41821 Bar-Ox Red Lead Metal Primer."
Glidden; "Y-5532 - Glid-Guard Red Lead Metal Primer."
Moore; "Iron-Clad Retardo Rust Inhibitive Paint."
Pittsburgh; "U610424 Speedhide Red Lead Primer."

S-W; "S-W Kromik Metal Primer."

2. First Coat: Interior Enamel Undercoat (FS TT-E-543).

Devoe; "8801 Velour Alkyd Enamel Undercoat."

Glidden; "Y-4600 Series Spread Lustre Semi-Gloss Enamel."

Moore; "Moore's Alkyd Enamel Underbody."

Pittsburgh; "6-6 Speedhide Quick-Drying Enamel Undercoater."

S-W; "S-W Pro-Mar Alkyd Semi-Gloss."

3. Second Coat: Odorless Interior Semi-Gloss Enamel (FS TT-E-509).

Devoe; "26XX Velour Alkyd Semi-Gloss Enamel." Glidden; "Y-4600-Line - Spread Lustre Semi-Gloss."

Moore; "Moore's Satin Impervo Enamel."

Pittsburgh; "27-109 Wall-Hide Semi-Gloss Enamel." S-W; "S-W Pro-Mar Alkyd Semi-Gloss Enamel."

- E. Semi-Gloss Finish (PS-40);
 - 1. Prime Coat: Zinc Dust Zinc Oxide Primer Coating (FS TT-P-641).

Devoe; "14100 Zinc Dust Primer."

Glidden; "Y-5229 - Glid-Guard All-Purpose Metal Primer."

Moore; "Iron-Clad Galvanized Metal Primer."

Pittsburgh; "6-215/ 6-216 Speedhide Galvanized Steel Paint Zinc Dust."

S-W; "S-W Galvanized Iron Primer.

2. Second Coat: Interior Enamel Undercoat (FS TT-E-543).

Devoe; "8801 Velour Alkyd Enamel Undercoat."

Glidden; "Y-4600 Series Spread Lustre Semi-Gloss Enamel."

Moore; "Moore's Alkyd Enamel Underbody."

Pittsburgh; "6-6 Speedhide Quick-Drying Enamel Undercoater."

S-W; "S-W Pro-Mar Alkyd Semi-Gloss."

3. Third Coat: Odorless Interior Alkyd Semi-Gloss Enamel (FS TT-P-509).

Devoe; "26XX Velour Alkyd Semi-Gloss Enamel." Glidden; "Y-4600-Line - Spread Lustre Semi-Gloss."

Moore; "Moore's Satin Impervo Enamel."

Pittsburgh; "27-109 Wall-Hide Semi-Gloss Enamel." S-W; "S-W Pro-Mar Alkyd Semi-Gloss Enamel."

- F. Semi-Gloss Enamel Finish (PS-42);
 - 1. First Coat: Interior Enamel Undercoat (FS TT-E-543).

Devoe; "8801 Velour Alkyd Enamel Undercoat. Glidden; "Y-555-Line - Spread Undercoater." Moore; "Moore's Alkyd Enamel Underbody."

Pittsburgh; "6-6 Speedhide Quick-Drying Enamel Undercoater."

S-W; "S-W Wall and Wood Primer."

2. Second and Third Coats: Odorless Interior Semi-Gloss Enamel (FS TT-E-509).

Devoe; "26XX Velour Alkyd Semi-Gloss Enamel." Glidden; "Y-4600-Line - Spread Lustre Semi-Gloss."

Moore; "Moore's Satin Impervo Enamel."

Pittsburgh; "27-109 Wall-Hide Semi-Gloss Enamel." S-W; "S-W Pro-Mar Alkyd Semi-Gloss Enamel."

- G. Interior Gypsum Drywall Systems:
 - PS-29: Lusterless (flat) emulsion finish (2 finish coats over primer).
- H. Interior Plaster:
 - PS-31: Lusterless (flat) emulsion finish (2 finish coats over primer).
- 2.2 MATERIALS: Use first quality products of the types specified in schedule. "First quality" means best, most expensive line of paints produced for normal use by selected manufacturer.
- 2.3 COLORS:
 - A. Design Professional will issue color choices later. Match colors issued by Design Professional exactly.

- B. Identify physical hazards according to the color scheme specified in A.N.S.I Z53.1-1971, "Safety Color Code for Marking Physical Hazards". Design Professional will cooperate in identifying physical hazards.
- 2.4 ACCESSORY MATERIALS: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

2.5 PAINTING SYSTEMS:

PS-29: LUSTERLESS (FLAT) EMULSION FINISH: 2 Coats.

PS-50 / 51: LOW LUSTER (SATIN) EMULSION FINISH: 2 Coats.

PS-37: SEMI-GLOSS ENAMEL FINISH: 2 Coats over primer, with total dry film thickness not less than 2.5 mils.

PS-40: SEMI-GLOSS FINISH: 2 Coats over primer, with total dry film thickness not less than 2.5 mils.

PS-42: SEMI-GLOSS ENAMEL FINISH: 3 Coats.

PS-44: CLEAR SATIN FINISH: Tack Coat, Glass Beads, and 3 Finish Coats (clear)

PS-52: WATER BASED EPOXY PAINT SYSTEM: 2 coats over primer

2.6 EXTRA STOCK:

A. Provide 5% extra paint of each type and color, based on total quantity used in Project. Deliver material to area designated by the YSM Construction Supervisor.

B. Label each container with color, texture, room locations, and building name, in addition to the manufacturer's label.

2.7 SPECIFICALLY SPECIFIED AND SCHEDULED COLORS:

A. The 8.5x11 color / finishes guide as well as the palette types, call for specific colors by specific manufacturers. This to establish the standard for color selection. The specification list sacceptable suppliers for each paint type, however, the expectation is for an exact color match to the selected color, regardless of the supplier source.

PART 3 - EXECUTION

- 3.1 INSPECTION: Examine surfaces for defects which cannot be corrected by the procedures specified herein. Do not proceed with surface preparation or material application until conditions are suitable. Commencing installation implies acceptance of surfaces and job conditions.
- 3.2 PROTECTION: Cover (or otherwise protect) surfaces not being painted concurrently (or not to be painted) and the finished work of other trades. Remove removable device plates, light-fixtures, escutcheons and similar items before painting and replace these items after paint has dried. Apply masking tape over UL labels before painting the item on which they occur. Remove protective coverings, masking tape, etc., when painting of surfaces or items is completed.
- 3.3 SURFACE PREPARATION: Clean surfaces free of all dust, dirt, and any other surface contaminants which adversely effects adhesion or appearance. Prepare specific surfaces as follows:
 - A. Surfaced Wood/ Hardboard: For a finish other than paint, sandpaper to remove scratches or similar blemishes, with extra fine sandpaper, sanding with the grain only, to a smooth and even surface. Remove dust with tack rags.
 - 1. For interior T&G paneling, apply all but final coat before installing paneling. Do not allow wet finish to get on T&G surfaces.
 - B. Gypsum Board: Spackle and lightly sandpaper scuffs, scratches and nicks.
 - C. Surfaces to be painted: Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- 3.4 APPLICATION: Apply at rates recommended by manufacturer. Do not exceed application rate recommended for the surface involved. Use materials without adulteration and only with thinning agents recommended by the manufacturer in the printed instructions.
 - A. Apply materials with suitable brushes, rollers, or spraying equipment depending on substrate and type of material being applied. Keep brushes, rollers and spraying equipment, clean, free from contaminants and suitable for the finish required.
 - B. Vary slightly the color of successive coats under the finish coat.
 - C. Comply with the recommendation of the material manufacturer for drying time between succeeding coats.
 - D. Sand and dust between each coat to remove defects visible from a distance of 5 feet.
 - E. Sand lightly between each succeeding enamel or varnish coat.
 - F. Apply finish coats smooth, free of brush marks, streaks, laps, pile-up of paint, runs, sags, holidays, air bubbles, and excessive roller stipple. Apply additional finish coats to entire surface if undercoats show through and to correct any defect.
 - G. Make edges of paint adjoining other materials or colors clean and sharp with no overlapping.

- H. Do not paint over sealants.
- I. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture with prime coat only before final installation of equipment.
- 3.5 CLEANING: Touch up and restore finishes where damaged. Remove spilled, splashed or splattered paint from all surfaces.
 - A. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- 3.6 NON-PAINT SURFACES SCHEDULE: Do not paint the following items and surfaces unless specifically included in the "Painted Surface Schedule".
 - A. Exterior stainless steel railings.
 - B. Furred spaces, interior of vertical shafts, or spaces above suspended ceilings.
 - C. Surfaces in rooms where the room finish schedule indicates the walls and ceilings are to be left unfinished.
 - D. New materials which have been furnished with a factory-applied decorative finish.
 - E. Sprinkler heads.
 - F. The wall surface from a line 1/2" below top of resilient base to finish floor line.
 - G. Fire-rated labels on doors and frames.
 - H. An area or surface required to receive "Special Coating', as specified under Section 09800.

END OF SECTION 09-9000

SECTION 09 9250 - GYPSUM DRYWALL

PART 1 - GENERAL

- 1.1 APPLICABLE SECTIONS: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to the work under this Section.
- 1.2 DESCRIPTION OF WORK: Extent of each type of gypsum drywall construction required is indicated on Drawings.
 - A. This Section includes the following types of gypsum board construction:
 - Metal stud wall farming
 Gypsum board.
 Cement Backerboard (at ceramic tile)
- 1.3 RELATED WORK SPECIFIED ELSEWHERE:
 - A. Sealants: Section 07-7900.
 - B. Painting: Section 09-9900.

1.4 DEFINITIONS:

- A. Gypsum Board Construction Terminology: Refer to ASTM C11 and GA 505 for definitions of terms for gypsum board construction not otherwise defined in this section or other referenced standards.
- 1.5 STANDARDS: Conform to the requirements of ANSI/ ASTM Standard C840, "Specifications for Application and Finishing of Gypsum Board", and manufacturer's standards.
 - A. Conform to applicable State and Local codes as well as to the appropriate UL and FM fire rated assemblies.
 - B. Gypsum Association 203 (GA 203): Installation of Screw-Type steel framing members to receive gypsum board.
 - C. Gypsum Board Terminology Standard: GA 505 by Gypsum Association.

1.6 OUALITY ASSURANCE:

- A. Fire-Resistance Ratings: Where indicated, provide materials and construction which are identical to those of assemblies whose fire resistance rating has been determined per ASTM E119 by a testing and inspecting organization acceptable to authorities having jurisdiction. (Not Used)
- B. Single Source Manufacturer: Obtain each type of gypsum board and related joint treatment materials from a single manufacturer.
- 1.7 SUBMITTALS: Comply with requirements of Section 01300: Submittals.

- A. Product Data: Submit manufacturer's product data and installation instructions.
- B. Shop Drawings: Submit drawings indicating component details, stud layout, framed openings, anchorage to structure, and accessories or items required.
- 1.8 DELIVERY, STORAGE AND HANDLING: Deliver materials in manufacturer's original unopened packages, containers, or bundles with identification labels intact and legible. Store materials in area protected from weather and moisture. Remove damaged or wet materials from Project site.
 - A. Handle gypsum boards to prevent damage to edges, ends, and surfaces. Do not bend or otherwise damage metal corner beads and trim.

1.9 PROJECT CONDITIONS:

- A. Environmental Conditions, General: Establish and maintain environmental conditions for application and finishing gypsum board to comply with ASTM C840 and with gypsum board manufacturer's recommendations.
- B. Minimum Room Temperatures: For non-adhesive attachment of gypsum board to framing, maintain not less than 40 deg F. For adhesive attachment and finishing of gypsum board maintain not less than 50 deg F for 48 hours prior to application and continuously thereafter until drying is complete.
- C. Provide ventilation of proper quantity to dry plaster properly.
- 1.10 SUBSTITUTIONS AND PRODUCT OPTIONS: Section 01630 contains the procedures for submitting and obtaining review of products which, in addition to those specified, may be approved for use in the Project.

PART 2 - PRODUCTS

2.1 MANUFACTURER: Subject to compliance with requirements, provide products of one of the following:

A.Steel Framing and Furring: (or equal)

Gold Bond Building Products Div., National Gypsum Co. Inryco, Inc.
United States Gypsum Co.

B.Gypsum Boards and Related Products: (or equal)

Georgia-Pacific Corp.
Gold Bond Building Products Div., National Gypsum Co.
United States Gypsum Co.

C.Gypsum Board Z-Furring: (Or equal)

Gold Bond Building Products Div., National Gypsum Co. United States Gypsum Co.

D. Laminating Adhesives: (or equal)

Gold Bond Building Products Div.; "Gold Bond Joint Compound" United States Gypsum Co.; "Durabond Joint Compound, Taping"

E.Cement Backerboard: (or equal)

"Durock" Cement Board by USG; Certainteed Fiber Cement Backerboard; HardieBacker 1/2 inch (13 mm) nominal cement board by James Hardie Building Products, Inc

- 2.2 STEEL STUD SYSTEM: Steel framing system.
 - A. Studs: Galvanized steel with G90 coating. ASTM C645. Channel shaped and punched for utility access. Size and gauge as shown are minimums and shall be increased as required according to manufacturers recommendations to support a perpendicular load of 5 PSF with a maximum deflection of L/240. GAUGE: MINIMUM 20 GAUGE STUDS.
 - B. Perforated Metal Studs Straight and Formable: At the option of the contractor, provide 25 gage perforated metal studs in lieu of 20 gage regular studs. Steel stud system to be equal or similar to the "Ultra Steel" framing system manufactured by Dietrich, a Worthington Industries Company.
 - C. Runners, Top and Bottom: Steel, galvanized to match studs, size and gauge as required for studs. Bent leg retainer notched to receive studs.
 - D. Fasteners: Manufacturer's standard corrosive resistant screws and anchors as required to complete the work as shown. ASTM C514.
 - E. Tie wire: Galvanized, annealed 9 or 12 gauge steel wire.
- 2.3 TYPES OF GYPSUM BOARD (GWB-#):
 - A. GWB-1: FIRE-RATED GYPSUM BOARD: ASTM C36, Type X, tapered and rounded edge.
 - B. Thickness: 5/8", unless specified otherwise.
- 2.4 MATERIALS GENERAL:
 - A. Taping And Filling Joints.
 - B. Gypsum Board Z-Furring System: 2" x 1-1/4" x 7/8", 25 ga. metal furring.
 - C. Laminating Adhesive: Joint and Taping compound as recommended by manufacturer. ANSI/ ASTM C557.

- D. Wallboard Fasteners: As recommended by gypsum board manufacturer.
- E. Drywall screws: Bugle head type S drywall screws with rust-resistant finish. Use screws, not nails, for all gypsum drywall construction.
- F. Joint Treatment, Gypsum Board: ASTM C475.
- G. Tapered and rounded or eased edge gypsum panels: At joints of panels having tapered and rounded or eased edges pre-fill joints manufacturer's suggested joint compound.
- H. Tapered and square edged gypsum panels: Over joints of tapered and square edged panels, and over pre-filled rounded or eased edge panels apply manufacturer's suggested joint compound, topping compound, and joint tape.
- I. Joint treatment for joints under tile: As recommended by joint compound manufacturer.
- J. Tape, compound, and other required products: Standard products manufactured or recommended by manufacturer of gypsum wallboard.
- K. Acoustical sealant (SLNT-24): Acoustical sealant for concealed joints: Manufacturer's standard, nondrying, nonhardening, nonskinning, nonstaining, gunnable, synthetic rubber sealant recommended for sealing interior concealed joints to reduce transmission of airborne sound.
- L. Metal Corner And Edge Trim: As recommended by manufacturer.
- M. Provide edge trim with vinyl foam where indicated.
- N. Control Joint Trim: As recommended by manufacturer.
- O. Accessories: Metal accessories shall be concealed by tape and compound. Accessories for outside corners and edges shall have paper cover, equal to "Beadex" products.
- P. Acoustical Insulation (BINSUL-8): FS-HH-I-521; preformed mineral wool, friction fit type without integral vapor barrier, per Division 7.

2.5 FABRICATION - METAL STUD SYSTEM:

- A. Fabricate assemblies of framed sections to sizes and profiles required; with framing members fitted, reinforced, and braced to suit design requirements.
- B. Fit and assemble in largest practical sections for delivery to site, ready for installation.

PART 3 - EXECUTION

3.1 INSPECTION: Verify that work of other trades which will be covered by gypsum board has been completed. Examine surfaces for foreign material, unevenness, and damage. Commencing installation implies acceptance of surfaces and job conditions.

- 3.2 COORDINATION: Coordinate installation of gypsum wallboard partitions with built-in items such as in Divisions 10, 11 and 14.
- 3.3 Provide extra bracing for doors, wall hung equipment, and other objects which attach to drywall work. Follow recommendations of gypsum drywall manufacturer.
- 3.4 STEEL STUD ERECTION: Erect steel studs with top and bottom runners and fasteners in accordance with stud manufacturer's instructions. Space studs as recommended by stud manufacturer for height of partitions indicated, unless closer spacing is indicated. Provide framing extensions and bracing members as required.

A. Partition Heights:

- 1. Take drywall to 6" above highest adjacent suspended ceiling where new ceilings are indicated to be hung and extend framing partitions to the underside of the deck or brace adequately to the deck to assure stability and clearance around mechanical and electrical work.
- 2. Full height to floor above for all cases in which the partition serves as a fire rated separation between spaces (This requirement takes precedence over the case listed above). Install additional bracing for partitions extending above ceiling. Plug perimeters of all penetrations through partition in ceiling plenum with fire-safeing.
- B. Runners: Fit runners under and above openings; secure intermediate studs at spacing of wall studs.
- C. Blocking: Install back-up fire retardant treated wood blocking as shown for mounting fixtures, accessories, and hardware.
 - 1. Door stops and holders: Install blocking in wall at every door to accommodate stops and holders. See Section 08700, 'Finish Hardware', for exact location.
- D. Install metal angles on top of all full height partitions as detailed. Cut studs short and caulk joint at top of board to form slip-joint.
- E. Install continuous sheet metal strips and angle at locations indicated.
- F. Construct corners using minimum three studs.
- G. Double studs at wall openings, door and window jambs, and not more than 2" each side of openings.
- H. Coordinate erection of studs with requirements of door and window frame supports and attachments.
- I. Coordinate installation of bucks, anchors, and blocking with electrical and mechanical work to be placed in or behind stud framing.
- J. Coordinate placement of insulation in multiple stud spaces made inaccessible after stud framing erection.

- 3.5 GYPSUM BOARD ERECTION: Apply gypsum board with neatly fit and staggered end joints. Back block end joints and floating ends. Neatly cut board to fit around outlets and other openings. Drive screws to slightly below face of panel and nails with a 1/32" dimple in gypsum board surface. If face paper is fractured, drive new fastener 1-1/2" from defective fastener and remove defective fastener.
 - A. Apply single layers, and face layer of double layer work, vertically. Where vertical length of wall exceeds length of available gypsum board panels, obtain Design Professional's written approval for location of horizontal joints. Provide back blocking behind all horizontal joints.
 - B. Single Layer, Metal Framing: Wallboard fasteners, size and spacing as recommended by gypsum board manufacturer.
- 3.6 ACCESSORIES: Apply corner beads, casing beads, expansion joints, and control joints in accordance with manufacturer's instructions. Sand after application of final joint treatment coat and leave surface smooth and ready for work by other trades.
 - A. Treat metal accessories with not less than two coats of joint compound in the same manner as joints. Feather joint compound out from 8" to 10" on both sides of corners.
 - B. Neatly fit corner beads over external corners and secure with gypsum board fasteners spaced 6" o.c. driven through gypsum board into framing.
 - C. Apply metal trim, "J" molding, at intersections where gypsum board abuts other materials, unless detailed otherwise, and at all other locations indicated.
 - D. Install control joints as detailed.
- 3.7 JOINT TREATMENT: Mix and apply in accordance with joint treatment manufacturer's instructions. Reinforce joints and internal corners with tape reinforcement.
 - A. Apply joint treatment at all exposed joints in gypsum board, at interior and exterior corners, and at all metal drywall accessories.
 - B. Joint treatment is required on joints in gypsum board above ceilings on rated walls. Final finishing is not required on these joints.
 - C. Joint treatment is required on joints in gypsum board to be covered with vinyl fabric. Final finishing is required on these joints.
 - D. Reinforce joints with tape reinforcement. Using a suitable tool or machine, apply a thin uniform layer of joint compound under the tape in joint to be reinforced. Center and seat joint tape into the compound, leaving sufficient compound under the tape to provide proper bond.
 - E. Apply a skim coat of compound immediately after embedding the tape. Clean excess compound from the surface of the board. After drying, cover the embedding compounds with a fill coat of topping compound.

- F. Spread final coat of compound evenly over and slightly beyond the edge of the preceding coat and feather with a smooth uniform finish. All dimples at fastener heads shall receive three coats of compound in succession as used on the joints.
- G. Treat internal corners in the same manner as joints. Fold reinforcing tape lengthwise through the middle and fit neatly into the corner.
- H. Allow all coats to dry not less than 24 hours between each application of compound except at pre-filled joints of rounded or eased edge gypsum panels, a shorter drying is acceptable as recommended by compound manufacturer. Sand each coat after it has dried.
- I. After final coats and subsequent sanding leave all gypsum board and treated areas uniformly smooth and ready to receive decoration.
- J. Use methods and materials similar to those outlined in 3.7 above to patch and fill holes and cracks in existing plaster work.
- K. Apply fiberglass joint tape in joints between plaster and infill gypsum wall board. Joint treatment to be per 3.7 above.

END OF SECTION 09 9250

SECTION 09300 - TILE

PART 1-GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section

1.2 SECTION INCLUDES

- A. Tile and Accessories:
 - 1. Floor & Wall Ceramic Tile
 - 2. Tile Setting Material
 - 3. Need for ceramic tile in this section is limited to areas where existing tile is broken or damaged to the extent that painting cannot bring it to the quality of appearance of other tile in this series of building which have been painted over.
 - 4. Provide grout to match at both walls and floors where patching is required.

1.3 RELATED SECTIONS

A. Section 07-7920 - Joint Sealants.

1.4 REFERENCES

- A. American National Standards Institute (ANSI):
 - 1. ANSI A108/A118/A136.1 Specifications for the Installation of Ceramic Tile.
 - 2. ANSI A137.1 Specifications for Ceramic Tile..
- B. Tile Council of North America (TCNA): TCA Handbook for Ceramic Tile Installation, 2010.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01300. Obtain approvals of submittals prior to delivering products to the jobsite.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details. (Coordinate with Architect)
- D. Selection Samples: Color charts illustrating full range of colors and patterns.

- E. Verification Samples: For wall tile 4 ¼" by 4 ¼" wall tile. Grout samples. Architect to approve samples prior to work commencing.
- F. Manufacturer's Certificate: When applicable, submit a Master Grade Certificate signed by the manufacturer and the installer certifying that products meet or exceed the specified requirements of ANSI A137.1.
- G. Maintenance Data: Include recommended cleaning methods, cleaning materials, and maintenance coatings.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum two years experience.
- B. Single Source Responsibility: Obtain each type and color of tile from a single source. Obtain each type and color of mortar, adhesive and grout from the same source.
- C. General: Provide tile that complies with ANSI A137.1 where applicable for types, compositions and other characteristics indicated. Provide tile in the locations and of the types, colors and pattern indicated on the Drawings.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging until ready for installation.
- B. Protect setting materials from freezing or overheating in accordance with manufacturer's instructions.
- C. Store tile and setting materials on elevated platforms, under cover and in a dry location and protect from contamination, dampness, freezing or overheating.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Do not install adhesives in an unventilated environment.
- B. Maintain ambient and substrate temperature of 50 degrees F (10 degrees C) during tiling and for a minimum of 7 days after completion.

1.9 EXTRA MATERIALS

A. Provide for Owner's use a minimum of 2 percent of the primary sizes and colors of tile specified, boxed and clearly labeled.

PART 2-PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: American Olean Tile Co., which is located at: 7834 C. F. Hawn Fwy. P. O. Box 17130; Dallas, TX 75217; Toll Free Tel: 888-AOT TILE; Tel: 214-398-1411; Email: request info (gina.norman@daltile.com); Web: www.americanolean.com

B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 WALL TILE (Note: Pattern Layout Illustration to Be Provided by Architect)

- A. Series: "Festiva" Glazed Wall Tile. Color: "Bordeaux". No. QF57
 - 1. Wall Tile Size: 4 1/4" x 4 1/4".
- B. Series: Semi-Gloss Glazed Wall Tile.

Colors/No: White / K101

Coral Bead / Q092 Orange Burst / Q097 Desert Gray / X114 Vermillion / ODM1

1. Wall Tile Size: 4-1/4" x 4-1/4".

2.3 TILE SETTING MATERIALS

- A. Tile Setting Materials: Comply with ANSI A108/A118/A136.1 as applicable to the installation methods referenced in Part 3 of this Section.
- B. Silicone Sealant: Silicone sealant, moisture and mildew resistant type, white; use at base of cove moulding and tile.
- C. Patching and Leveling Compound: As recommended by tile manufacturer and compatible with both substrate and setting materials.
- D. Cementitious Backer Board: High density, cementitious, glass fiber reinforced with 2 inch (50 mm) wide coated glass fiber tape for joints and corners:
 - 1. Thickness: 1/2 inch (13 mm).

2.4 METAL PROTECTIVE EDGE AT COVE BASE

A. Install Schluter Systems "Jolly" edge protection profile at joint between epoxy flooring up-turned cove base (or equivalent). Finish: Stainless Steel.

PART 3-EXECUTION

3.1 EXAMINATION

- A. Acceptability of Surfaces: Inspect surfaces to be tiled to ensure proper bonding can be achieved, and to verify that surfaces are free of curing membranes, oil, grease, wax and dust.
- B. Substrate Tolerances: Before tiling, inspect surfaces to be tiled to verify that the following tolerances are not exceeded. If tolerances are exceeded, provide specified leveling coat to

1. Walls: 1/8 inch in 8 feet (3 mm in 2.4 m) for dry-set mortar, epoxy and organic adhesives.

3.2 PREPARATION

A. Layout: Determine locations of control and expansion joints before starting tile work. Layout tile work to minimize cuts less than one-half tile in size.

3.3 INSTALLATION

- A. General: Comply with ANSI A108/A118/A136.1 and manufacturer's recommendations. Comply with applicable TCA Handbook for Tile Installation requirements as listed below.
- B. Walls, Interior, Solid Backing:
 - 1. TCA W222, one-coat method.

3.4 CLEANING AND PROTECTION

- A. Cleaning: Clean tile within time period recommended by manufacturer, using materials recommended by manufacturer.
- B. Protection: Prohibit foot and wheeled traffic from floors for a minimum of 3 days. Where traffic is unavoidable, provide large flat boards in walkways and wheelways for a minimum of 7 days after installation. Protect from construction dirt and debris with heavy-duty, non-staining construction paper, masked in place.

END OF SECTION 09-9300

SECTION 10-14 00 - SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section
- B.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Panel signs.
 - 2. Signage accessories.
 - 3. Signage Message Schedule, Signage Location Plan and Signage Types are to be found at end of this Section.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for temporary project identification signs.
 - 2. Divisions 21, 22, and 23 for labels, tags, and nameplates for mechanical equipment.
 - 3. Division 26 for labels, tags, and nameplates for electrical equipment.
 - 4. Division 26 for illuminated exit signs.

1.3 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of sign.
- B. Shop Drawings: Include plans, elevations, and large-scale sections of typical members and other components. Show mounting methods, grounds, mounting heights, layout, spacing, reinforcement, accessories, and installation details.
 - 1. Provide message list for each sign, including large-scale details of wording, lettering, artwork, and Braille layout.
- C. Samples for Initial Selection: For each type of sign material indicated that involves color selection.
- D. Qualification Data: For Installer.

E. Maintenance Data: For signage cleaning and maintenance requirements to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative of signage manufacturer for installation and maintenance of units required for this Project.
- B. Source Limitations: Obtain each sign type through one source from a single manufacturer.
- C. Regulatory Requirements: Comply with the Americans with Disabilities Act (ADA) and with code provisions as adopted by authorities having jurisdiction.
 - 1. Interior Code Signage: Provide signage as required by accessibility regulations and requirements of authorities having jurisdiction. These include, but are not limited to, the following:
 - a. Door Signs.
 - b. Fire Doors.
 - c. Occupancy Signs.
 - d. Elevator Signs.
 - e. Stairway Identification.
 - f. Signs for Accessible Spaces
 - g. Signs for Accessible Entrances.

1.5 PROJECT CONDITIONS

A. Field Measurements: Where sizes of signs are determined by dimensions of surfaces on which they are installed, verify dimensions by field measurement before fabrication and indicate measurements on Shop Drawings.

1.6 COORDINATION

- A. For signs supported by or anchored to permanent construction, advise installers of anchorage devices about specific requirements for placement of anchorage devices and similar items to be used for attaching signs.
 - 1. For signs supported by or anchored to permanent construction, furnish templates for installation of anchorage devices.

PART 2 - PRODUCTS

2.1 PANEL SIGNS

A. General: Provide panel signs that comply with requirements indicated for materials, thicknesses, finishes, colors, designs, shapes, sizes, and details of construction.

- 1. Produce smooth panel sign surfaces constructed to remain flat under installed conditions within tolerance of plus or minus 1/16 inch (1.5 mm) measured diagonally.
- B. Manufacturers:
 - 1. APCO Graphics, Inc.
 - 2. ASI-Modulex.
 - 3. Best Manufacturing Co.
 - 4. Grimco, Inc.
 - 5. Innerface Sign Systems, Inc.
- C. Cast-Acrylic Sheet: Manufacturer's standard and as follows:
 - 1. Color: As selected by Architect from manufacturer's full range
- D. Phenolic-Backed Photopolymer Sheet: Provide light-sensitive, water-wash photopolymer face layer bonded to a phenolic base layer to produce a composite sheet with overall, face-layer, and base-layer thicknesses, respectively, of 0.120 inch (3 mm), 0.040 inch (1 mm), and 0.080 inch (2 mm); and a Type D Shore durometer hardness of 80.
 - Available Product: Subject to compliance with requirements, a product that may be incorporated into Work includes, but is not limited to, "Jet-288 Phenolic Interior Signage" by JetUSA.
- E. Unframed Panel Signs: Fabricate signs with edges mechanically and smoothly finished to comply with the following requirements:
 - 1. Edge Condition: Square cut.
 - 2. Corner Condition: Square.
- F. Laminated Panels: Permanently laminate face panels to backing sheets of material; use manufacturer's standard process.
- G. Graphic Content and Style: Provide sign copy that complies with requirements indicated in the Sign Schedule for size, style, spacing, content, mounting height and location, material, finishes, and colors of signage.
- H. Tactile and Braille Copy: Manufacturer's standard process for producing copy complying with ADA Accessibility Guidelines and ICC/ANSI A117.1. Text shall be accompanied by Grade 2 Braille. Produce precisely formed characters with square cut edges free from burrs and cut marks.
 - 1. Panel Material: Clear acrylic sheet with opaque color coating, subsurface applied.
 - 2. Raised-Copy Thickness: Not less than 1/32 inch (0.8 mm).

- I. Subsurface Copy: Apply minimum 4-mil- (0.10-mm-) thick vinyl copy to back face of clear acrylic sheet forming panel face to produce precisely formed opaque image. Image shall be free from rough edges.
- J. Colored Coatings for Acrylic Sheet: For copy and background colors, provide Pantone Matching System (PMS) colored coatings, including inks and paints that are recommended by acrylic manufacturers for optimum adherence to acrylic surface and are non-fading for application intended.

2.2 ETCHED PLAOUES

A. Manufacturers:

- 1. Matthews International
- 2. Gemini Incorporated
- 3. ASI Sign Systems, Inc.
- 4. Metal Arts; Div. of L&H Mfg.
- B. Aluminum Castings: Provide aluminum of alloy and temper recommended by sign manufacturer for etching process used and for type of use and finish indicated.

2.3 ACCESSORIES

- A. Vinyl Film: Provide opaque non-reflective vinyl film, 0.0035-inch (0.089-mm) minimum thickness, with pressure-sensitive adhesive backing suitable for both exterior and interior applications.
- B. Mounting Methods: Use silicone adhesive fabricated from materials that are not corrosive to sign material and mounting surface.
- C. Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

2.4 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within range of approved Samples and are assembled or installed to minimize contrast.

2.5 ALUMINUM FINISHES

- A. Clear Anodic Finish: Manufacturer's standard clear anodic coating, 0.018 mm or thicker, over a satin (directionally textured) mechanical finish.
- B. Color Anodic Finish: Manufacturer's standard integrally colored or electrolytically deposited color coating, 0.018 mm or thicker, in satin aluminum with a mechanical finish.
- C. Clear Finish: Natural satin finish with clear polyurethane protective coat.
- C. Baked-Enamel Finish: Manufacturer's standard baked enamel complying with paint manufacturer's written instructions for cleaning, conversion coating, and painting.
 - 1. Color: As selected by Architect from manufacturer's full range.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Verify that items, including anchor inserts, provided under other sections of Work are sized and located to accommodate signs.
- D. Examine supporting members to ensure that surfaces are at elevations indicated or required to comply with authorities having jurisdiction and are free from dirt and other deleterious matter.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Locate signs and accessories where indicated, using mounting methods of types described and in compliance with manufacturer's written instructions.
 - 1. Install signs level, plumb, and at heights indicated, with sign surfaces free from distortion and other defects in appearance.
- B. Wall-Mounted Panel Signs: Attach panel signs to wall surfaces using methods indicated below:
 - Silicone-Adhesive Mounting: Use liquid-silicone adhesive recommended in writing by sign manufacturer to attach signs to irregular, porous, or vinyl-covered surfaces. Use double-sided vinyl tape where recommended in writing by sign manufacturer to hold sign in place until adhesive has fully cured.

2. Where panel signs are scheduled or indicated to be mounted on glass, provide matching plate on opposite side of glass to conceal mounting materials.

C. Vertical Mounting:

1. Mount plaque signs at 60-inches (1524-mm) from the floor to the centerline of sign, unless shown otherwise.

D. Horizontal Mounting:

1. Mount plaque signs at 15-inches (381-mm) from latch-side door jamb to centerline of sign on wall, unless shown otherwise.

3.3 CLEANING AND PROTECTION

A. After installation, clean soiled sign surfaces according to manufacturer's written instructions. Protect signs from damage until acceptance by Owner.

END OF SECTION 10-1400

SECTION 10-2000 - SPECIALTIES

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work specified in this section

1.02 Bulletin Boards

- A. Contractor to supply and install bulletin boards at the locations shown in the corridors in all buildings.
- B. Bulletin boards are to be customized units by OFI, Inc., in Wethersfield, CT to incorporate 'wings' on vertical ends to limit view from up & down the corridors of the items pinned to the board surface.
- C. Units are based upon the TRAXX system by Kimball Furniture.
- D. Pin-up surface on system to standard materials by Kimball as scheduled and specified on the drawings.
- E. Bulletin boards are to be uniform in height and to vary in length at 24" increments ie, 2'-0" / 4'-0" / 6'-0", . etc.)

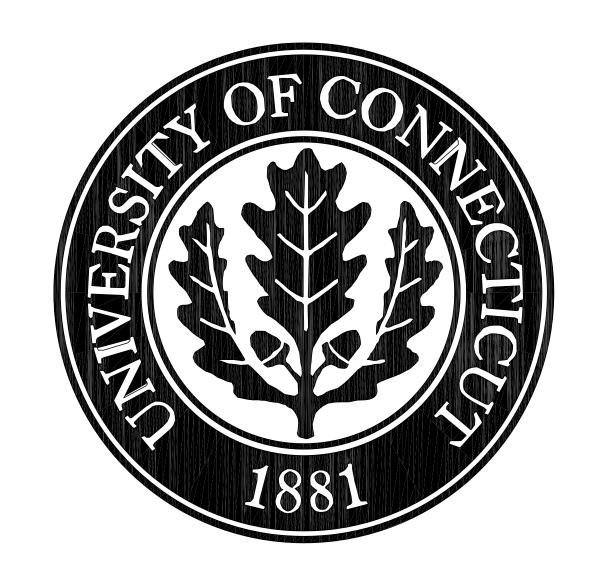
1.03 Toilet Partitions

- A. Contractor to supply & install toilet partitions and accessories were existing partitions are shown to be installed and replaced.
- B. New toilet partitions be 3/4" thick flat (flush) panels of solid phenolic material, by Hadrian or qual as approved by the Architect..
- C. All hardware –hinges, stops, latches, etc to be stainless steel with rubber or neoprene bumpers.
- D. Pach floor and walls before attaching new hardware; secure hardware to solid sub-strate as required

Ε.

END OF SECTION 10-2000

STATE OF CONNECTICUT UNIVERSITY OF CONNECTICUT



SUSAN HERBST PRESIDENT

ACADEMIC BUILDINGS

PROJECT NO.: 122314AA

AREA OF RENOVATION:

BENJAMIN FRANKLIN KOONS HALL 358 MANSFIELD ROAD STORRS, CT 06269

RATCLIFFE HICKS BUILDING & ARENA 1376 STORRS ROAD, UNIT 4090 STORRS, CT 06269

GEORGE C. WHITE BUILDING 3636 HORSEBARN HILL ROAD EXTENSION STORRS, CT 06269

WALTER CHILDS WOOD HALL 241 GLENBROOK ROAD, UNIT 2103 STORRS, CT 06269

AREA OF RENOVATION:

CHARLES LEWIS BEACH HALL 354 MANSFIELD ROAD, UNIT 2045 STORRS, CT 06269

WILLIAM H. HALL BUILDING 362 FAIRFIELD WAY STORRS, CT 06269

ROY E. JONES BUILDING 3624 HORSEBARN HILL ROAD STORRS, CT 06269

MERLE S. KLINCK BUILDING HORSEBARN HILL ROAD STORRS, CT 06269

PREPARED FOR:

PLANNING ARCHITECTURAL & ENGINEERING SERVICES

31 LEDOYT ROAD STORRS, CT 06269

ADDENDUM No. 1

05 JUNE 2015

PROJECT CONSULTANTS

M.E.P. Engineer:



Project Architect:



GENERAL NOTES

- 1. ALL CONTRACT WORK SHALL CONFORM TO THE APPLICABLE CODES, ORDINANCES AND
- 2. THE TERM "N.I.C." (NOT IN CONTRACT) SHALL PERTAIN TO ITEMS THAT ARE NOT IN THE SCOPE OF THE WORK OF THE GENERAL CONTRACTOR BUT ARE BEING SHOWN TO INFORM THE GENERAL CONTRACTOR OF THE OWNER'S COMPLETE SCOPE OF WORK. CONTRACTOR COORDINATION OF THESE OVERLAPPING AND/OR ADJOINING ITEMS WILL
- OF FINISHES ARE TO BE FIELD VERIFIED BY CONTRACTOR AND ENGINEER.
- 4. ALL OF THE ABOVE NOTED DESIGNATIONS AND NOTATIONS ON THE FOLLOWING DRAWINGS APPLY TO WORK WITHIN THE CONFINES OF THE CONTRACT.

APPLICABLE REGULATORY CODES

2005 CONNECTICUT STATE BUILDING CODE (CSBC):

CT STATE BUILDING CODE COMPRISED OF THE FOLLOWING

2003 INTERNATIONAL BUILDING CODE (ICC)) 2003 INTERNATIONAL EXISTING BUILDING CODE (ICC)

2003 INTERNATIONAL PLUMBING CODE (ICC) 2003 INTERNATIONAL MECHANICAL CODE (ICC)

NATIONAL ELECTRICAL CODE, NFPA 70/2011 (NEC) 2009 INTERNATIONAL ENERGY CONSERVATION CODE (ICC) [2011 CT AMENDMENTS

CONNECTICUT SUPPLEMENT/2005/STATE BUILDING CODE. 2005 CSBC. 2009 CONNECTICUT AMENDMENT/STATE BUILDING CODE

2011 CONNECTICUT AMENDMENT/STATE BUILDING CODE

2013 CONNECTICUT AMENDMENT/STATE BUILDING CODE 2003 NFPA 101 LIFE SAFETY CODE (NFPA 101)

2005 CT SUPPLEMENT TO NFPA 101

2005 CONNECTICUT STATE FIRE SAFETY CODE (CSFSC):

[PART III] NEW CONSTRUCTION, ALTERATIONS, RENOVATIONS, CHANGES OF USE: INTERNATIONAL FIRE CODE/2003 (ICC)

2012 CONNECTICUT AMENDMENT / STATE FIRE SAFETY CODE (DELETED PART V)

CONNECTICUT SUPPLEMENT/2005/STATE FIRE SAFETY CODE. 2005 CSFSC PART III [PART IV] EXISTING BUILDINGS / OCCUPANCIES:

NATIONAL FIRE PROTECTION ASSOCIATION. LIFE SAFETY CODE/2003 (NFPA 101) CONNECTICUT SUPPLEMENT/2005/STATE FIRE SAFETY CODE. 2005 CSFSC PART IV. 2009 CONNECTICUT AMENDMENT / STATE FIRE SAFETY CODE

BUILDING CODES

PROJECT IS AN INTERIOR REMODELING OF EXISTING CAFÉ WITH UPGRADE TO KITCHEN SERVICE EQUIPMENT & EXPANSION OF SERVICE COUNTER, THE CAFÉ IS LOCATED AT THE LOWER LEVEL OF THE MUSEUM AND INCORPORATES THE MAIN ENTRANCE AND LOBBY TO THE MUSEUM. THE BUILDING HAS AN EXISTING AUTOMATIC SPRINKLER SYSTEM. THE WORK INCLUDES THE INSTALLATION OF A NEW ELECTRICAL SUB-PANEL, FLOOR DRAINAGE, AND A HOT-WATER HEATER TO SERVICE EQUIPMENT.

TOTAL TENANT SQUARE FOOTAGE: 1ST FLOOR FOOTPRINT AT MUSEUM - 3,680 SF

SECTION 303 - ASSEMBLY CLASSIFICATION (EXISTING MUSEUM IS A-3)

303.1ASSEMBLY USE: A-2, RESTAURANT, CAFE

SECTION 503 - GENERAL HEIGHT & AREA LIMITATIONS TABLE 503 - ALLOWABLE HEIGHT AND BUILDING AREAS

• A-2, RESTAURANT: TYPE II, B NON-COMBUSTIBLE UNPROTECTED ALLOWED: STORIES - 2; AREA -8,500 SF. ALLOWED WITH AUTOMATIC SPRINKLER INCREASE: STORIES - 3; AREA - 17,000 SF

PROVIDED: STORY - 1; AREA - 3,680 SF @ TOTAL LOWER LEVEL 504.2 AUTOMATIC SPRINKLER SYSTEM INCREASE. GROUP A-2 - HEIGHT INCREASE IS 20 FT & 1 STORY

AREA MODIFICATION, AUTOMATIC SPRINKLER SYSTEM INCREASE. AREA PERMITTED TO BE INCREASED BY AN ADDITIONAL 100PERCENT.

CTION 602 - CONSTRUCTION CLASSIFICATION 602.3TYPES II-B, NON-COMBUSTIBLE, UNPROTECTED

TABLE 601 - FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (IN HOURS)

BUILDING ELEMENTS	REQUIRED	PROVIDED
• STRUCTURAL FRAME (INCL. COLUMNS, GIRDERS, TRUSSES)	0 HOUR	0 HOUR
BEARING WALLS		
o EXTERIOR	0 HOUR	0 HOUR
o INTERIOR	0 HOUR	0 HOUR
 NON-BEARING WALLS AND PARTITIONS 		
o EXTERIOR - GREATER THAN 30 FT	0 HOUR	0 HOUR
o INTERIOR	0 HOUR	0 HOUR
• FLOOR CONSTRUCTION (INCL. SUPPORTING BEANS & JOISTS)	0 HOUR	0 HOUR
• ROOF CONSTRUCTION (INCL. SUPPORTING BEAMS & JOISTS)	0 HOUR	0 HOUR

CHAPTER 8 - INTERIOR FINISHES

ABLE 803.5 - INTERIOR WALLS AND CEILING FINISH REQUIREMENTS BY OCCUPANCY

GROUP - A-2, ASSEMBLY (RESTAURANT), SPRINKLERED

 VERTICAL EXITS AND EXIT PASSAGEWAYS: • EXIT ACCESS CORRIDORS AND OTHER EXITWAYS: CLASS-B (N/A) • ROOMS & ENCLOSED SPACES:

SECTION 1004 - OCCUPANT LOAD

o SMOKE DETECTION

PARAGRAPH 1004.1.1 - ACTUAL NUMBER: CAFÉ SEATING AREA: 53 PATRONS + 5 STAFF + 12 STANDING TABLE 1004.1.2 - MAX FLOOR AREA ALLOWANCES PER OCCUPANT: ASSEMBLY UNCONCENTRATED @ 15

SF/PERSON ; 1,300 SF/15 = <u>86 PERSONS</u>

SECTION 1005 - EGRESS WIDTH TABLE 1005.1 - EGRESS WIDTH PER OCCUPANT SERVED

o HORIZONTAL EXITS (A-2)(3 WAYS OUT AT 1ST LEVEL: MAIN ENTRY; SIDE EXIT & DELIVER DOOR) MAIN ENTRY -86 P X 0.2 = 18" REQUIRED; 144" PROVIDED. SECOND EXIT - 24 P X 0.2 = 6" REQUIRED; 72" PROVIDED

SECTION 1018 - NUMBER OF EXITS AND CONTINUITY - THREE EXITS PROVIDED

FIRE PROTECTION SYSTEMS - EXISTING IN PLACE (NO MODIFICATIONS ANTICIPATED)

• AUTOMATIC SUPPRESSION SYSTEMMEETING 2003-IBC., SECTION 903.3.1.2; NFPA 13-R FIRE ALARM SYSTEM INSTALLED PER 907.2.9, GROUP R-2 o PULL STATIONS AT ENTRANCES TO AREAS OF EXIT; PROVIDE AUDIBLE & VISUAL

ALARM SYSTEM TYPE A AND TYPE B UNITS TO BE PRE-WIRED FOR INTERCONNECTED

AUDIBLE AND VISUAL ALARMS (NFPA 72)

A/C HARD WIRED WITH D/C BATTERY BACK-UP. TIED INTO FIRE

SEE HC PLANS FOR TYPE A AND TYPE B UNITS EMERGENCY LIGHTING A/C HARD WIRED WITH D/C BATTERY BACK-UP

ACCESSIBLE ACCESS PROVIDED AT FRONT ENTRANCE TO MUSEUM; SERVICE COUNTER IS AT ACCESSIBLE HEIGHT. ACCESSIBLE TABLE IDENTIFIED IN ACCESSIBLE AREAS.

SECTION 1109 - OTHER FEATURES AND FACILITIES.

1109.2 TOILET AND BATHING FACILITIES. - EXISTING MUSEUM RESTROOMS ARE FULLY ACCESSIBLE

SECTION 1207 - SOUND TRANSMISSION - N/A

ACADEMIC BUILDINGS - RENOVATION

STORRS, CT

BEACH HALL INDEX OF DRAWINGS

ADD. NO.	NO.	NAME	
	ARCHITECTURAL:		
No. 1	A-000	COVER SHEET	
No. 1	A-001	CODES & LOCATION MAP	
No. 1	A-002	FINISH SCHEDULE	
No. 1	A-2.0	FIRST FLOOR PLAN	
No. 1	A-2.1	SECOND FLOOR PLAN	
No. 1	A-2.2	THIRD FLOOR PLAN	
No. 1	A-2.3	FOURTH FLOOR PLAN	
	PLUMBING	<u>3:</u>	
	P-1.0	FIRST FLOOR PLUMBING PLAN	
	P-1.1	SECOND FLOOR PLUMBING PLAN	
	P-1.2	THIRD FLOOR PLUMBING PLAN	
	P-1.3	FOURTH FLOOR PLUMBING PLAN	
	P-2.0	PLUMBING SCHEDULES & SPECIFICATIONS	
ELECTRICAL DEMOLITION:		AL DEMOLITION:	
	DE-1.0	FIRST FLOOR LIGHTING DEMOLITION PLAN	
	DE-1.1		
	DE-1.2	THIRD FLOOR LIGHTING DEMOLITION PLAN	
	DE-1.3	FOURTH FLOOR LIGHTING DEMOLITION PLAN	
	ELECTRIC.		
	E-1.0		
	E-1.1	SECOND FLOOR LIGHTING PLAN	
	E-1.2	THIRD FLOOR LIGHTING PLAN	
	E-1.3		
	E-2.0	LIGHTING NOTES, LEGEND & ABBREVIATIONS	
	E-3.0	LIGHTING SPECIFICATIONS	

HALL BUILDING INDEX OF DRAWINGS

	ADD. NO.	NO.	NAME
Γ		ARCHITEC	TURAL:
	No. 1	A-000	COVER SHEET
	No. 1	A-001	CODES & LOCATION MAP
	No. 1	A-002	FINISH SCHEDULE
	No. 1	A-2.0	FIRST FLOOR PLAN
	No. 1	A-2.1	SECOND FLOOR PLAN
	No. 1	A-2.2	THIRD FLOOR PLAN
	No. 1	A-2.3	FOURTH FLOOR PLAN
		<u>PLUMBING</u>	<u>i:</u>
		P-1.0	FIRST & SECOND FLOOR PLUMBING PLAN
		P-1.1	THIRD & FOURTH FLOOR PLUMBING PLAN
		P-2.0	PLUMBING SCHEDULES & SPECIFICATIONS
			AL DEMOLITION:
		DE-1.0	FIRST & SECOND FLOOR LIGHTING
			DEMOLITION PLAN
		DE-1.1	THIRD & FOURTH FLOOR LIGHTING
			DEMOLITION PLAN
		<u>ELECTRIC</u>	
			FIRST & SECOND FLOOR LIGHTING PLAN
			THIRD & FOURTH FLOOR LIGHTING PLAN
			LIGHTING NOTES, LEGEND & ABBREVIATIONS
		E-3.0	LIGHTING SPECIFICATIONS

JONES BUILDING INDEX OF DRAWINGS

ADD. NO.	NO.	NAME
	ARCHITEC	CTURAL:
No. 1	A-000	COVER SHEET
No. 1	A-001	CODES & LOCATION MAP
No. 1	A-002	FINISH SCHEDULE
No. 1	A-2.0	LOWER LEVEL FLOOR PLAN
No. 1	A-2.1	FIRST FLOOR PLAN
No. 1	A-2.2	SECOND FLOOR PLAN
	<u>PLUMBING</u>	<u>6:</u>
	P-1.0	BASEMENT & FIRST FLOOR PLUMBING PLAN
	P-1.1	SECOND FLOOR PLUMBING PLAN
	P-2.0	PLUMBING SCHEDULES & SPECIFICATIONS
	ELECTRIC.	AL DEMOLITION:
	DE-1.0	BASEMENT & FIRST FLOOR LIGHTING
		DEMOLITION PLAN
	DE-1.1	SECOND FLOOR LIGHTING DEMOLITION PLAN
	ELECTRIC	
	E-1.0	BASEMENT & FIRST FLOOR LIGHTING PLAN
	E-1.1	
	E-2.0	
	E-3.0	LIGHTING SPECIFICATIONS

KOONS HALL INDEX OF DRAWINGS

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No. 1	A-001	CODES & LOCATION MAP
No. 1	A-002	FINISH SCHEDULE
No. 1	A-2.0	LOWER LEVEL FLOOR PLAN
No. 1	A-2.1	FIRST FLOOR PLAN
No. 1	A-2.2	SECOND FLOOR PLAN
No. 1	A-2.3	THIRD FLOOR PLAN
	 PLUMBIN	G:
		FIRST FLOOR PLUMBING PLAN
	1	SECOND FLOOR PLUMBING PLAN
	P-2.0	PLUMBING SCHEDULES & SPECIFICATIONS
	FLECTRIC	CAL DEMOLITION:
		BASEMENT LIGHTING DEMOLITION PLAN
	1	FIRST FLOOR LIGHTING DEMOLITION PLAN
	I	SECOND FLOOR LIGHTING DEMOLITION PLAN
	ELECTRIC	CAI:
		BASEMENT & FIRST FLOOR LIGHTING PLAN
	E-1.1	
	I	LIGHTING NOTES, LEGEND & ABBREVIATIONS
	E-3.0	•

RATCLIFFE HICKS INDEX OF DRAWINGS

ADD. NO.	NO.	NAME	
	ARCHITECTURAL:		
No. 1	A-000	COVER SHEET	
No. 1	A-001	CODES & LOCATION MAP	
No. 1	A-002	FINISH SCHEDULE	
No. 1	A-2.0	LOWER LEVEL FLOOR PLAN	
No. 1	A-2.1	FIRST FLOOR PLAN	
No. 1	A-2.2	SECOND FLOOR PLAN	
	PLUMBING	<u>G:</u>	
	P-1.0	BASEMENT PLUMBING PLAN	
	P-1.1	FIRST FLOOR PLUMBING PLAN	
	P-1.2	SECOND FLOOR PLUMBING PLAN	
	P-2.0	PLUMBING SCHEDULES & SPECIFICATIONS	
	·	CAL DEMOLITION:	
		BASEMENT LIGHTING DEMOLITION PLAN	
	DE-1.1	FIRST FLOOR LIGHTING DEMOLITION PLAN	
	DE-1.2	SECOND FLOOR LIGHTING DEMOLITION PLAN	
	ELECTRIC		
	E-1.0	BASEMENT LIGHTING PLAN	
		FIRST FLOOR LIGHTING PLAN	
	E-1.2	SECOND FLOOR LIGHTING PLAN	
	E-2.0	LIGHTING NOTES, LEGEND & ABBREVIATIONS	
	E-3.0	LIGHTING SPECIFICATIONS	

G. WHITE BUILDING INDEX OF DRAWINGS

ADD. NO. NO.

No. 1	ARCHITE	CTUDAL
No 1	7 11 1 2 1 1 2	CTURALI
110. 1	A-000	COVER SHEET
No. 1	A-001	CODES & LOCATION MAP
No. 1	A-002	FINISH SCHEDULE
No. 1	A-2.0	LOWER LEVEL FLOOR PLAN
No. 1	A-2.1	FIRST FLOOR PLAN
No. 1	A-2.2	SECOND FLOOR PLAN
	PLUMBIN	IG:
	P-1.0	FIRST FLOOR PLUMBING PLAN
	P-1.1	SECOND FLOOR PLUMBING PLAN
	P-2.0	PLUMBING SCHEDULES & SPECIFICATIONS
	ELECTRIC	CAL DEMOLITION:
		BASEMENT LIGHTING DEMOLITION PLAN
	DE-1.1	FIRST FLOOR LIGHTING DEMOLITION PLAN
	DE-1.2	SECOND FLOOR LIGHTING DEMOLITION PLAN
	ELECTRIC	CAL:
	E-1.0	BASEMENT LIGHTING PLAN
	E-1.1	FIRST FLOOR LIGHTING PLAN
	E-1.2	SECOND FLOOR LIGHTING PLAN
	1	LIGHTING NOTES, LEGEND & ABBREVIATIONS
	E-3.0	LIGHTING SPECIFICATIONS

WOOD HALL INDEX OF DRAWINGS

(A-001/ N.T.S.

LOCATION MAP

Hawley

Armory

Family

Studies

Bldg

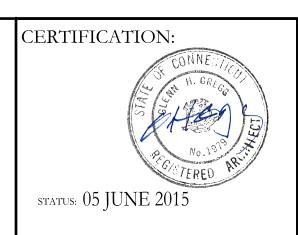
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ADD. NO.	NO.	NAME
	ARCHITEC	CTURAL:
No. 1	A-000	COVER SHEET
No. 1	A-001	CODES & LOCATION MAP
No. 1	A-002	FINISH SCHEDULE
No. 1	A-2.0	LOWER LEVEL FLOOR PLAN
No. 1	A-2.1	
No. 1	A-2.2	SECOND FLOOR PLAN
No. 1	A-2.3	THIRD FLOOR PLAN
	PLUMBING	_
	P-1.0	
	P-1.1	
	P-2.0	PLUMBING SCHEDULES & SPECIFICATIONS
		AL DEMOLITERAL
		AL DEMOLITION:
	DE-1.0	
	l	DEMOLITION PLAN
	DE-1.1	
		DEMOLITION PLAN
	 ELECTRIC	ΛΙ.
	E-1.0	BASEMENT & FIRST FLOOR LIGHTING PLAN
	E-1.0	SECOND & THIRD FLOOR LIGHTING PLAN
	E-2.0	LIGHTING NOTES, LEGEND & ABBREVIATIONS
	E-2.0 E-3.0	LIGHTING NOTES, LEGEND & ABBREVIATIONS LIGHTING SPECIFICATIONS
	=-3.0	LIGHTING SPECIFICATIONS

MERLE S. KLINK INDEX OF DRAWINGS

ADD. NO.	NO.	NAME
	ARCHITE	CTURAL:
No. 1	A-000	COVER SHEET
No. 1	A-001	CODES & LOCATION MAP
No. 1	A-002	FINISH SCHEDULE
No. 1	A-2.0	FIRST & SECOND FLOOR PLAN
	 PLUMBIN	G:
	P-1.0	FIRST & SECOND FLOOR PLUMBING PLAN
	P-2.0	PLUMBING SCHEDULES & SPECIFICATIONS
	ELECTRIC	CAL DEMOLITION:
	DE-1.0	FIRST & SECOND FLOOR LIGHTING
		DEMOLITION PLAN
	ELECTRIC	CAL:
	E-1.0	FIRST & SECOND FLOOR LIGHTING PLAN
	E-2.0	LIGHTING NOTES, LEGEND & ABBREVIATIONS
	E-3.0	LIGHTING SPECIFICATIONS

ADDENDUM No. 1 05 JUNE 2015



CONSULTANT:

Life Sciences

St.Thomas Aquinas

St. Mark's Chapel

Greenhouses

Agricultural

Bio-Tech

Landscaping

Islamic

Center

Community

Congregational

H-41 Tech./ Lab

Tow

Stu

Cen

harmacy

Chemistry

Plane tarium,

Swan

Lake

Phillip

Austin Bldg

Hicks

Hall

Young Bldg

Baséball

4 Lot

GREGG WIES &

REVISIONS:



PROJECT:

PROJECT NO: 122314AA WORK ORDER NO: -FILE NAME:

G:\1506.01 UCONN ACADEMIC BLDGS RENOVATIONS\1506.01 DRAWINGS\1506.01 A-001 CODES & ABBREVIATIONS AUTHOR: GG

DRAFTER: AK/AC SCALE: AS NOTED PRINT DATE: 06-05-2015

SHEET TITLE: CODES, ABBREV. & LOCATION MAP

SHEET:

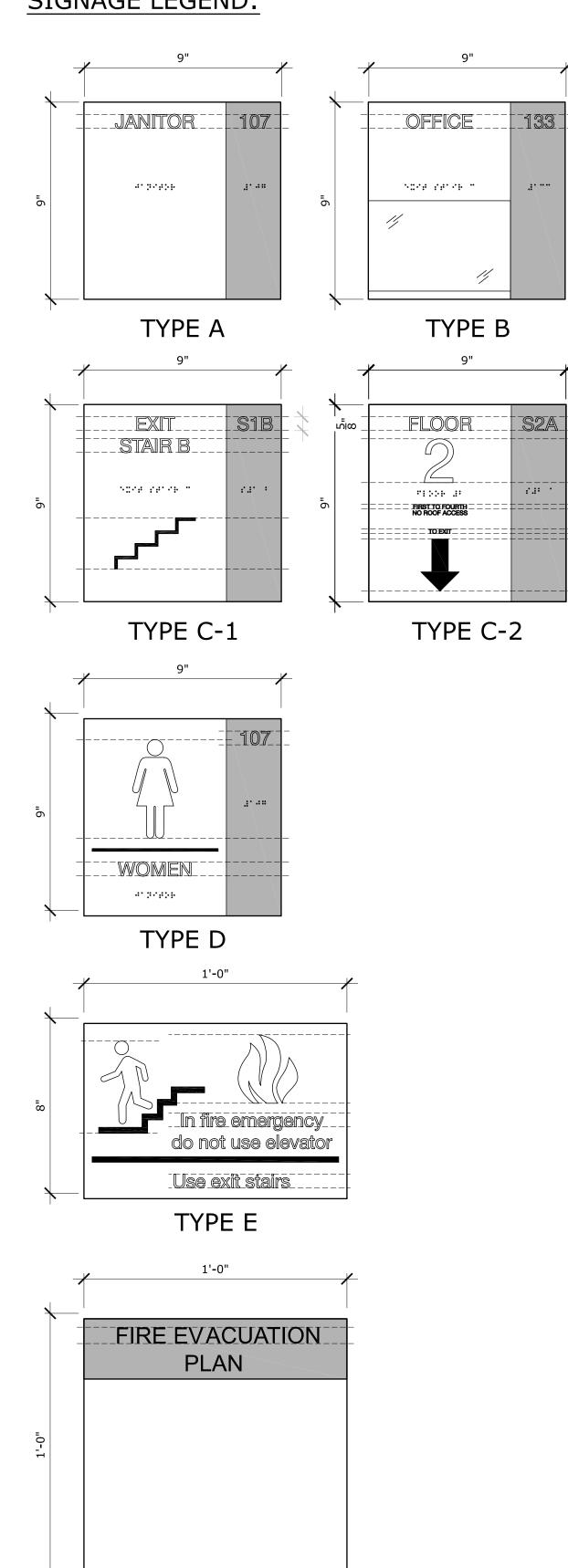
FINISH NOTES:

- 1. ONLY PAINT DOORS/ TRIM WHICH HAVE BEEN PREVIOUSLY PAINTED, UNLESS NOTED OTHERWISE
- 2. WHEN PAINTING BATH PARTITIONS, ADEQUATELY PREP SURFACE (SCRAPE, SAND) PRIOR TO PAINTING
- 3. WHEN PAINTING CEILINGS, ADEQUATELY PREP SURFACE (SCRAPE, SAND) PRIOR TO PAINTING
- 4. WHEN PAINTING PREVIOUSLY PAINTED BATH TILES, ADEQUATELY PREP SURFACE (SCRAPE, SAND) PRIOR TO PAINTING
- 5. WHEN PAINTING STAIR BALUSTRADE/ STRINGER, PAINT UNDERSIDE TO MATCH, UNLESS NOTED OTHERWISE
- 6. WHEN THERE ARE BOTH VINYL AND PREVIOUSLY PAINTED WOOD BASE LOCATED IN A ROOM WHICH IS CALLED OUT FOR VINYL, KEEP PAINTED WOOD BASE, AND PAINT IT THE COLOR OF TRIM
- 7. TOUCH UP (SAND/STAIN) EXISTING WOOD DOORS, TRIM AND WALL BASE WITHIN SCOPE AS NEEDED
- 8. CLEAN PUSH-PLATES, HINGES AND KICK-PLATES AT ALL DOORS WITHIN SCOPE
- 9. AT CRACKED AND CHIPPED STAIR TREADS,
 PATCH AND FILL WITH CONCRETE FILLER
 (ARDEX PRODUCT) PRIOR TO
 INSTALLATION OF NEW TREAD
- 10. ALL CARPET TILES TO BE LAID IN BRICKLAY PATTERN
- 11. AT WOOD DOORS ON ACCENT WALLS,
 TRIM TO BE PAINTED TO MATCH ACCENT
 WALL, UNLESS NOTED OTHERWISE.
 VERIFIY EACH CONDITION IN FIELD WITH
 FACILITIES. ALL OTHER DOOR FRAMES
 AND PAINTED DOORS TO BE PAINTED TRIM
 COLOR (P2).

ACADEMIC BUILDINGS FINISH LEGEND:

Material		Description	Manufacturer	Collection/Type	Color	Notes
Flooring - Hard						NO V1
						NO V2
	V3	Hammertone Rubber tile white speckle	Mannington	ColorSpec Sculptured	Sand Dollar 869	
	V4	Hammertone Speckled Rubber Tile	Johnsonite	MicroTone	Rainstorm LB9	
	V5	Light grey linear 20x20" tile	Gerfloor	Saga 2	Barma Sweet 0021	
	V6	Hammertone Speckled Rubber Tile	Johnsonite	MicroTone	Cameleon LE7	
looring - Carpet	C1	Light Grey 24x24" tile	Bentley	Salt Creek 4SST6	Strange Rumblings 405226	
	C2	Dark Taupe 24x24" tile	Bentley	Hitchhiker 4H100	Strange Rumblings 405226	
	C4	Light Grey Rolled Goods	Bentley	Salt Creek 4SST6	Strange Rumblings 405226	
	M1	Walk-off Mat	Mats, Inc	Cocoa Mat	Dark Gray	
Vall Base	B1	with V1	Johnsonite	6" Vinyl Wall Base	Thunder 168	
vali base				6" Vinyl Wall Base	Grey 48	
	B2	with V2& C1& V5 & C2	Johnsonite	6" Vinyl Wall Base		
	В3	with V3	Johnsonite	o villyi wali base	Pebble 32	
	-	-	-	- CHACALLAN H.S.	-	
	B5	with C2& V5	Johnsonite	6" Vinyl Wall Base	Moon Rock 29	
aint	P1	White	Benjamin Moore	Eggshell	White Dove OC-17	
	P2	White Trim	Benjamin Moore	Semigloss	Cameo White PM-25	
	Р3	Grey Accent @ BEACH	Benjamin Moore	Eggshell	Kendall Charcoal HC-166	
	P4	Blue Accent - above wainscot in Beach RRs	Benjamin Moore	Eggshell	Gray Cloud 2126-60	
	P5	Ceiling Paint - flat white	Benjamin Moore	Flat		
	P6	Blue-Green Accent @ BEACH	Benjamin Moore	Eggshell	Crystalline AF-485	
	P7	Green to match bath tile @ JONES	Benjamin Moore	Semigloss	Acadia Green 2034-50	
	P8	All stringers & risers	Benjamin Moore	Semigloss	Kendall Charcoal HC-66	
	-	-	-	-	-	
	P10	Blue Accent @ WOOD	Benjamin Moore	Eggshell	Wetherburn's Blue CW 580	
	P11	Green Accent @ JONES	Benjamin Moore	Eggshell	Nicolson Green CW 500	
	P12	Dark Taupe Gray	Benjamin Moore	Eggshell	Galveston Gray AC-27	
	P13	Cochineal Red	Benjamin Moore	Eggshell	Cochineal Red CW 330	
	PT	Touch up/ repaint to match , as needed	Benjamin Moore	in kind		
coustic Ceiling		replace damaged ceiling tile to match (in kind)	-		n/2	
coustic ceiling	T1		n/a	n/a	n/a	
	T2	glue on	Armstrong	Fine Fissured 741	White	remove and replace existing glue-on tile
	T3	new tile for existing grid	Armstrong	Optima Tegular	White	paint/repair grid as needed
	T4	new hung grid/ tile	Armstrong	Optima Tegular	White	
ath Partitions	BP1	Phenolic toilet partion	Hadrian	Solid plastic toilet partition	219 Frost Granite	
tair Treads/ Risers	ST1	Sculptured tread/ riser	Mannington	ConnectStep Tread/Riser	Sand Dollar 869	
	ST2	Tread and nosing	Mannington	ConnectStep Tread/Riser	Sand Dollar 869	remove riser during install
errazzo	CL1	Clean existing terrazzo, seal as needed	n/a	n/a	n/a	
СТ	CL2	Clean existing vinyl tile/ base	n/a	n/a	n/a	
tone	CL3	Clean Stone	n/a	n/a	n/a	
ile	CL4	Clean existing glazed tile, fill /repair as needed	n/a	n/a	n/a	
эоху	CL5	Clean existing wall block (porous) Clean existing epoxied floor	n/a n/a	n/a n/a	n/a n/a	
PONY	CL6 E1	New Epoxy (on old)	Dur-a-flex	Dur-a-Quartz	Q28-23	Armor Gloss Top Coat
RP	CL7	Clean Existing FRP	n/a	n/a	n/a	
	WD1	Touch up sand/stain as needed			<u> </u>	
		New (to replace vinyl)				
tainless Steel Handrails	55	1 , ,	<u></u>		 	<u></u>

SIGNAGE LEGEND:



TYPE F

CERTIFICATION:

CONNE. TICTOR

No. 1919

STATUS: 05 JUNE 2015

CONSULTANT:

GREGG WIES & GARDNER ARCHITECTS, LLC

51 East Street | New Haven, CT 06511 | t 203,468,1967 | f 203,468,866 www.gwgarchitects.com

EVISIONS:					
\RK	DATE	DESCRIPTION			

IIVERSITY OF CONNECTIC
CHITECTURAL & ENGINEERING
ILDING SERVICES
EDOYT ROAD UNIT 3038
RRS, CONNECTICUT 06269-3038
FPHONE: 6860, 486, 3127



PROJECT:

ACADEMIC BUILDINGS RENOVATIONS

PROJECT NO: 122314AA WORK ORDER NO: -FILE NAME:

G:\1506.01 UCONN ACADEMIC BLDGS RENOVATIONS\1506.01 DRAWINGS\1506.01 A-002 FIN SCHED & NOTES

AUTHOR: GG
DRAFTER: AK / AC
SCALE: AS NOTED

SCALE: AS NOTED
PRINT DATE: 06-05-2015
SHEET TITLE:

FINISH SCHEDULE & NOTES

SHEET:

A-002

SHEET:

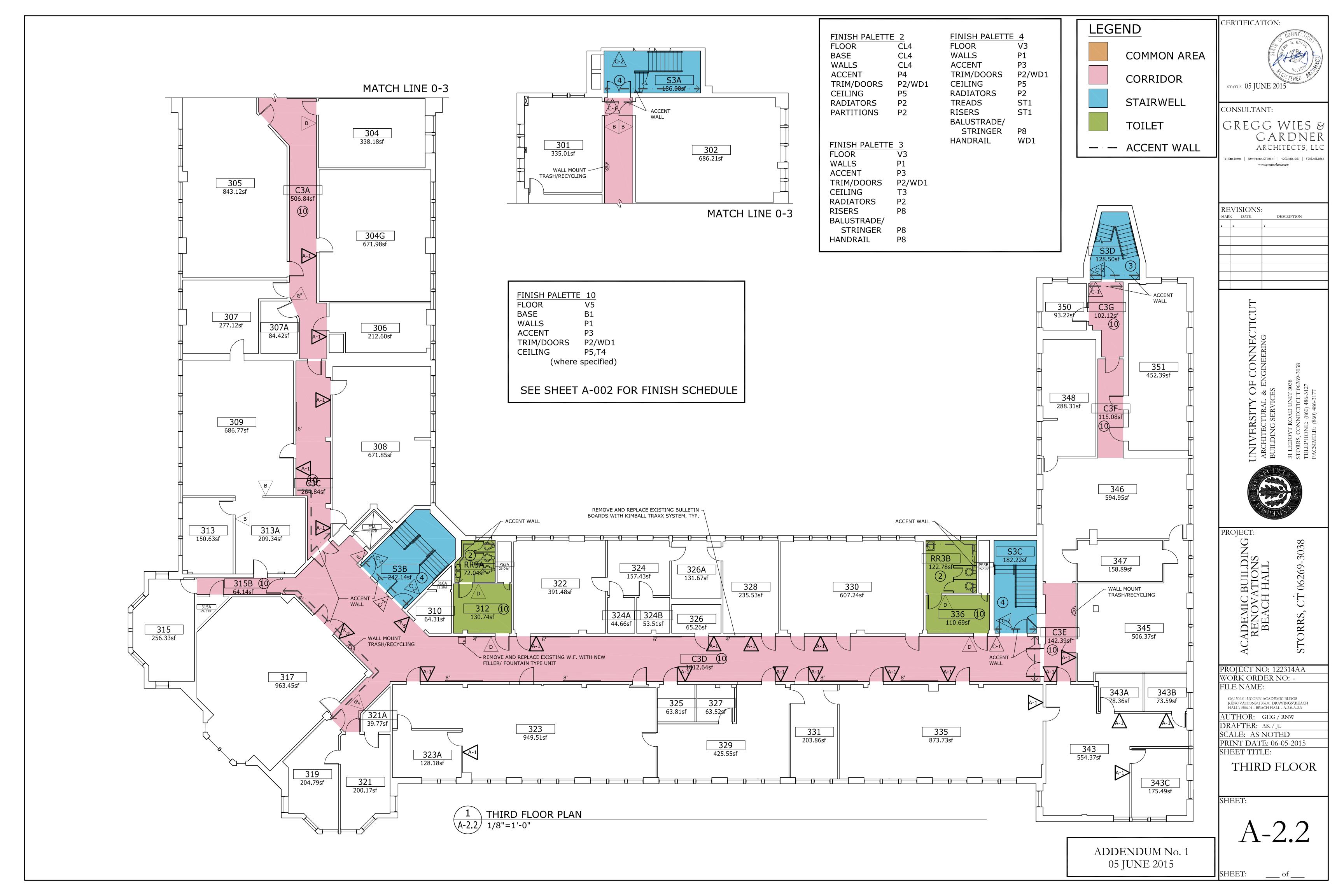
ADDENDUM No. 1

05 JUNE 2015

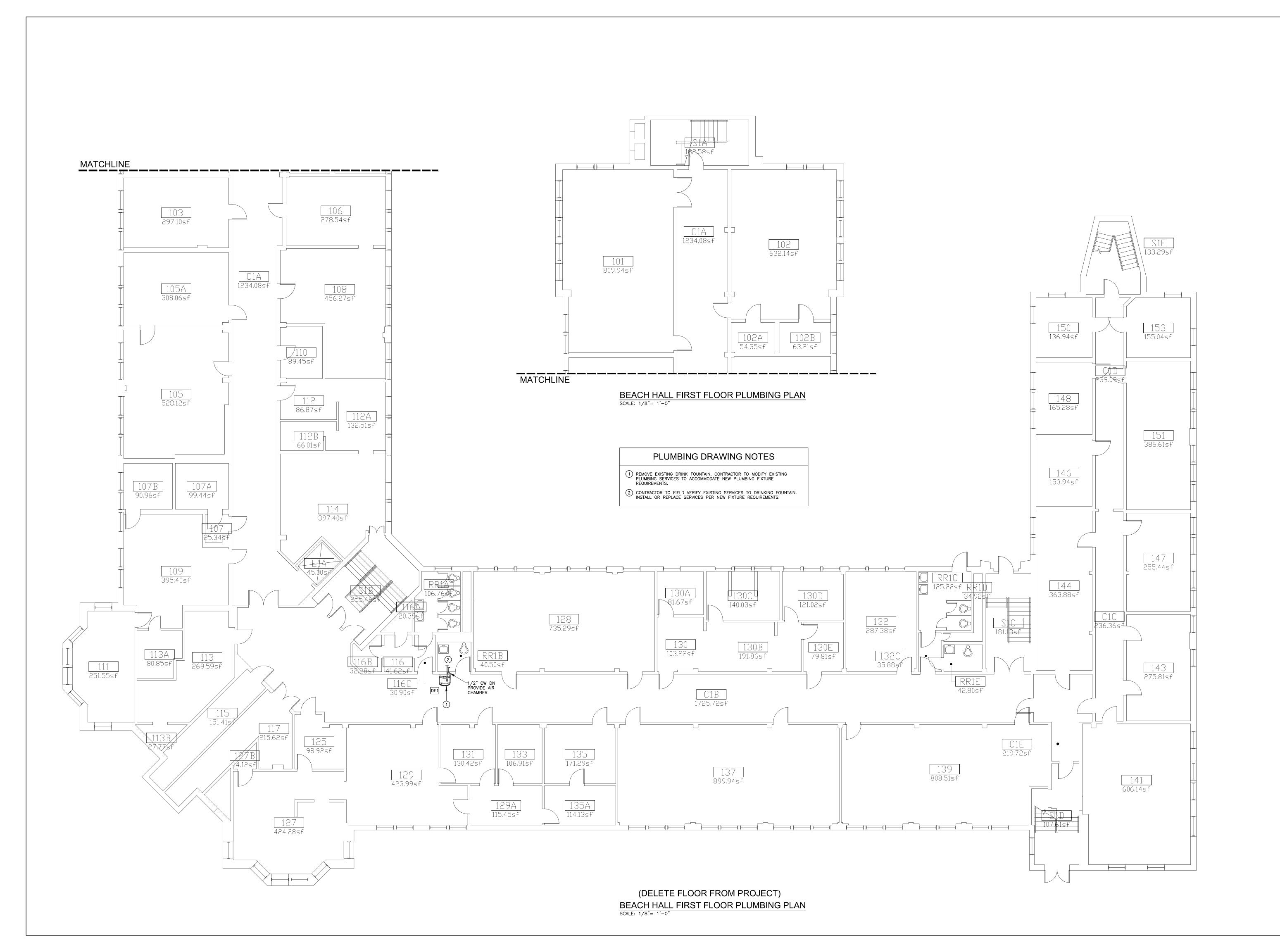
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GREGG WIES & GARDNER ARCHITECTS, LLC

151 East Street | New Haven, CT 06511 | 1203.468.1967 | 1203.468.80



REVISIONS:

MARK DATE DESCRIPTION

1 06-09-15 ADDENDUM #2

IVERSITY OF CONNECTIC
HITECTURAL & ENGINEERING
LDING SERVICES
DOYT ROAD UNIT 3038
RS. CONNECTICUT 06269-3038



PROJECT:

CADEMIC BUILDING RENOVATIONS

PROJECT NO: 122314AA WORK ORDER NO: -

FILE NAME:

G:\IES PROJECTS\2015 PROJECTS\TEAM PJP\15035
UCONN ACADEMIC BUILDINGS\CONTRACT
DOCUMENTS\BEACH HALL\15035 BEACH HALL
P-1.0

DOCUMENTS\BEACH HALL\15035 BEACH HALL\15

DRAFTER: MDM/PT

SCALE: AS NOTED
PRINT DATE: 06-09-2015

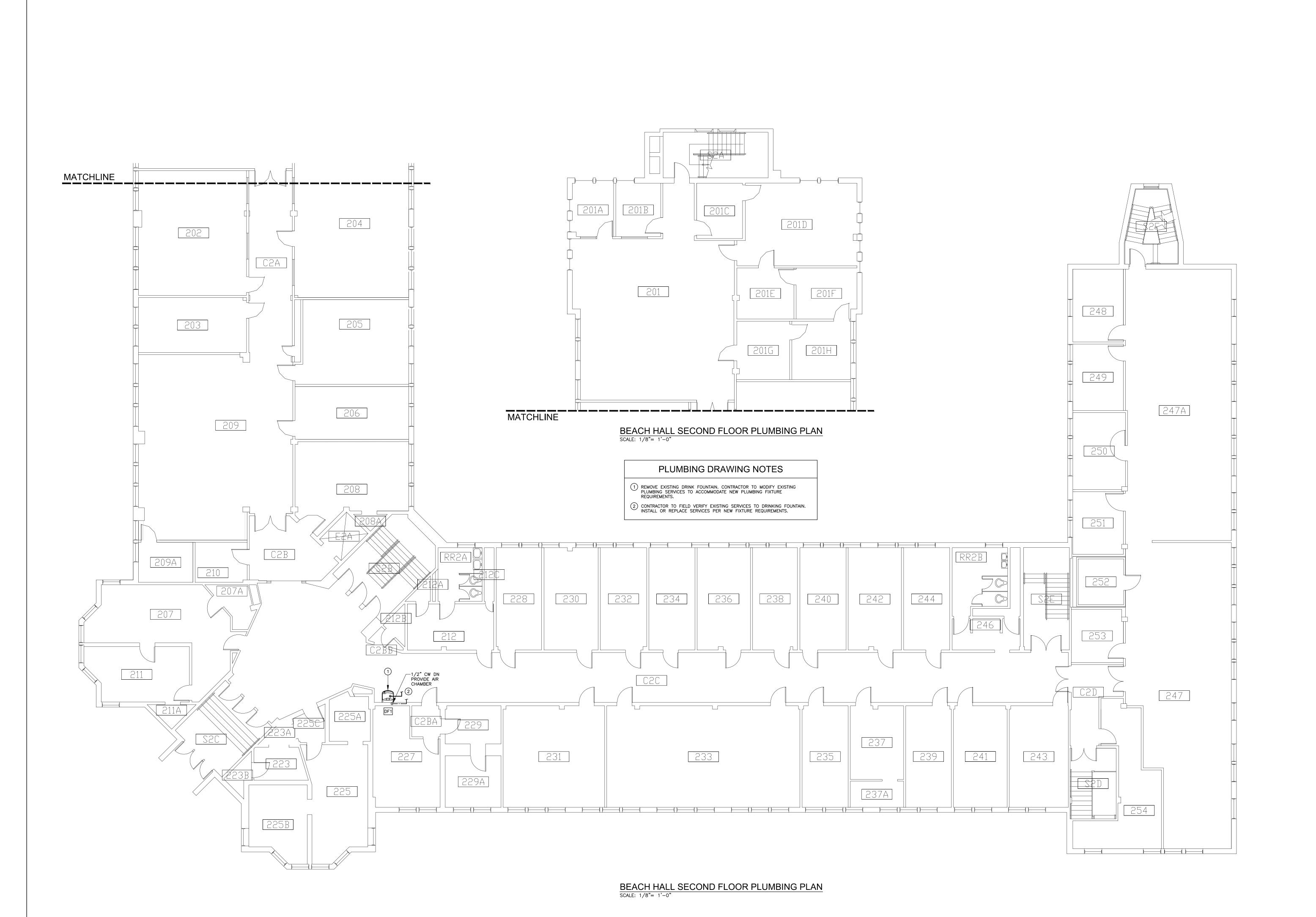
SHEET TITLE:
FIRST FLOOR

PLUMBING PLAN

SHEET:

P-1.0

SHEET: <u>1</u> of <u>15</u>





GREGG WIES & GARDNER ARCHITECTS, LLC

151 East Street | New Haven, CT 06511 | t 203,468,1967 | f 203,468,6



REVISIONS:

MARK DATE DESCRIPTION

1 06-09-15 ADDENDUM #2

NIVERSITY OF CONNECTION RCHITECTURAL & ENGINEERING UILDING SERVICES

LEDOYT ROAD UNIT 3038

ORRS, CONNECTICUT 06269-3038



PROJECT:

ACADEMIC BUILDING RENOVATIONS BEACH HALL

PROJECT NO: 122314AA WORK ORDER NO: -

FILE NAME:

G:\IES PROJECTS\2015 PROJECTS\TEAM PJP\15035 UCONN ACADEMIC BUILDINGS\CONTRACT DOCUMENTS\BEACH HALL\15035 BEACH HALL P-1.1

P-1.1
AUTHOR: DJM/PJP

DRAFTER: MDM/PT
SCALE: AS NOTED

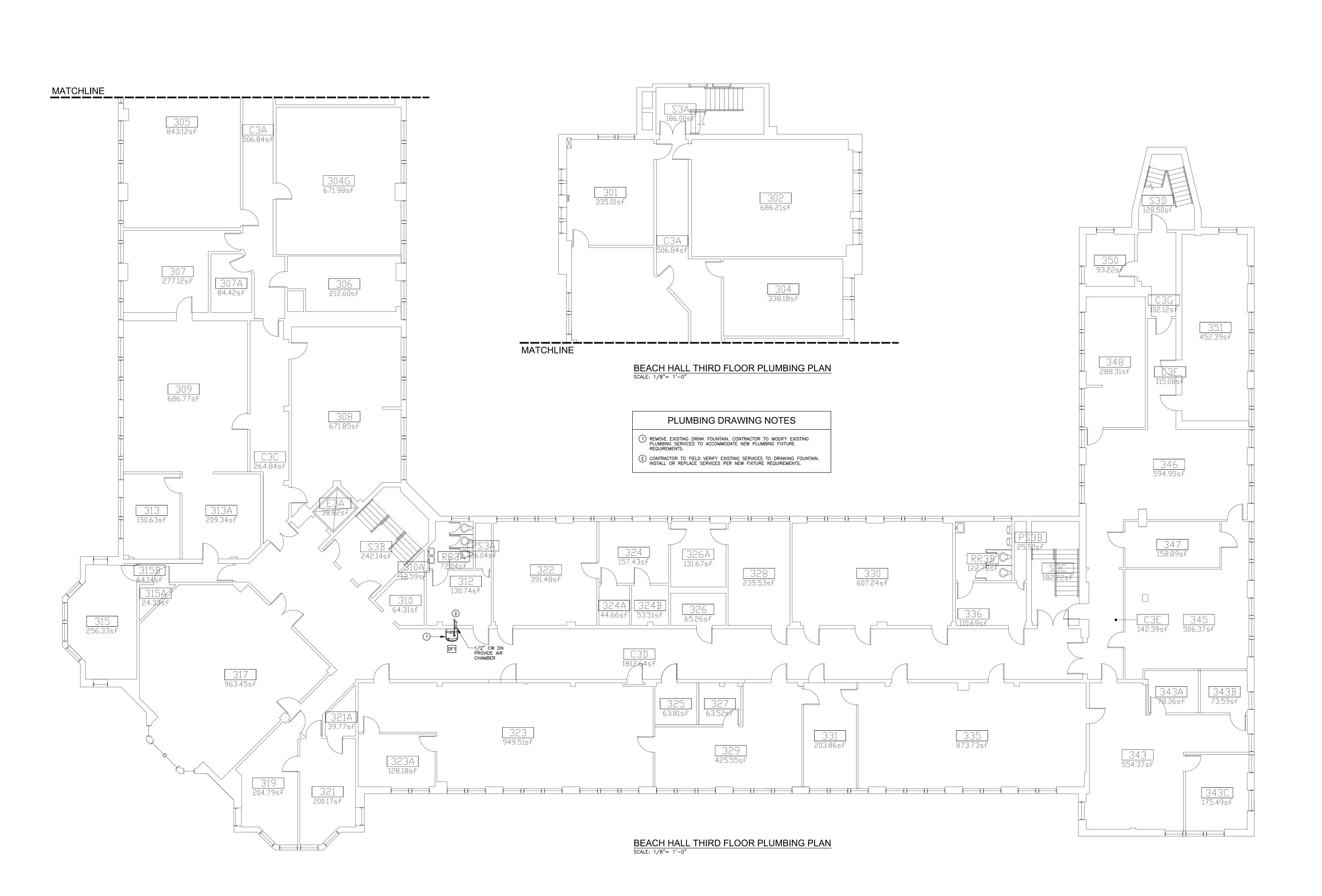
PRINT DATE: 06-09-2015
SHEET TITLE:

SECOND FLOOR

SHEET:

P-1.1

PLUMBING PLAN





GREGG WIES & GARDNER ARCHITECTS, LLC

151 East Street | New Haven, €T 06511 | ±203.468.1967 | **†203.468.8**



REVISIONS:

MARK DATE DESCRIPTION

1 06-09-15 ADDENDUM #2

IIVERSITY OF CONNECTI
CHITECTURAL & ENGINEERING
ILDING SERVICES
EDOYT ROAD UNIT 3038
BRS. CONNECTICIT 06269-3038



STORRS, CT 06269-3038

PROJECT:

ACADEMIC BUILDING RENOVATIONS BEACH HALL

PROJECT NO: 122314AA WORK ORDER NO: -FILE NAME:

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AUTHOR: DJM/PJP
DRAFTER: MDM/PT

SCALE: AS NOTED
PRINT DATE: 06-09-2015

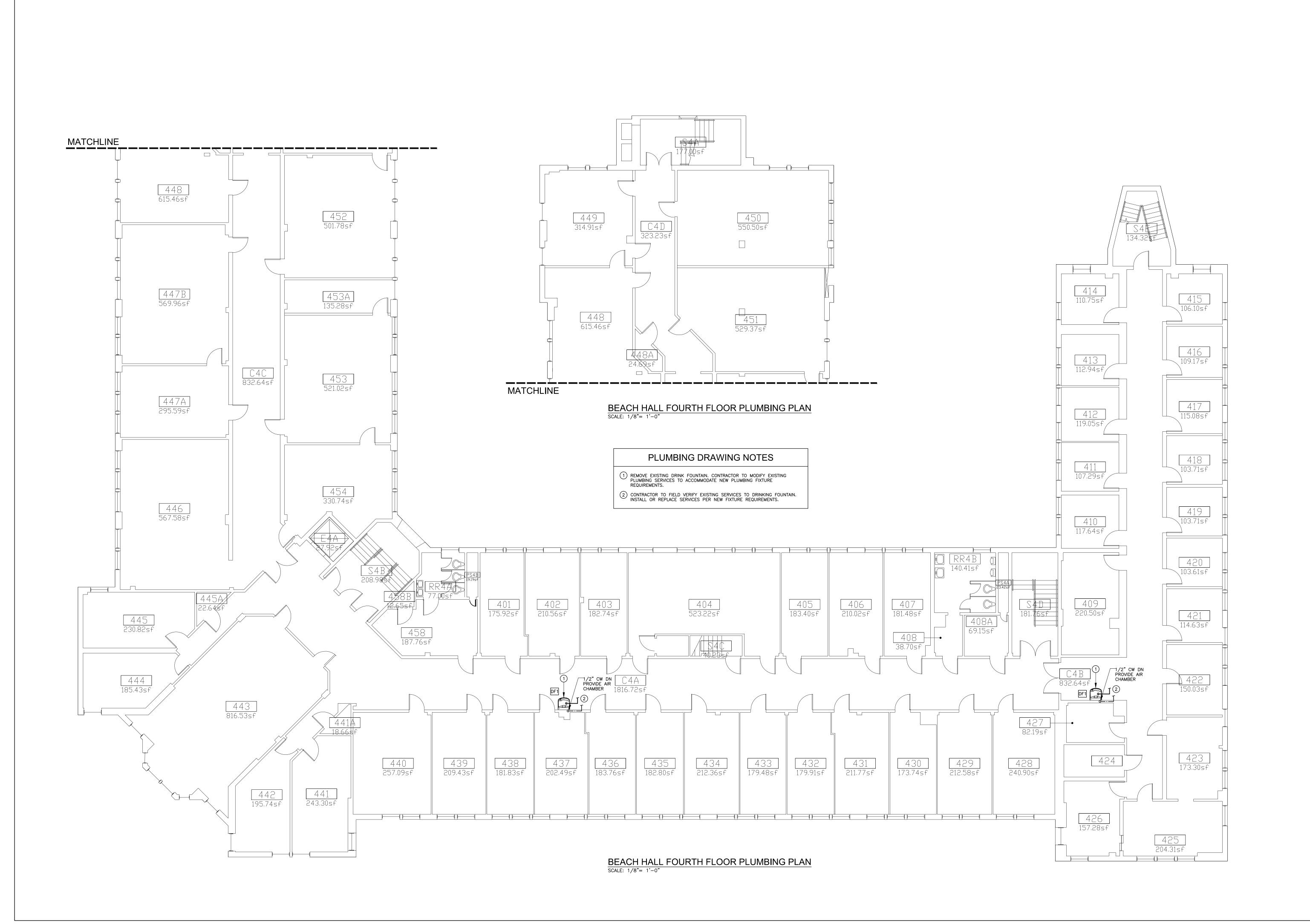
SHEET TITLE:

THIRD FLOOR
PLUMBING PLAN

SHEET:

P-1.2

SHEET: <u>3</u> of <u>15</u>





GREGG WIES & GARDNER ARCHITECTS, LLC

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STORRS, CT 06269-3038

PROJECT:
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ACADEMIC BUILDING RENOVATIONS BEACH HALL

PROJECT NO: 122314AA WORK ORDER NO: -

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AUTHOR: DJM/PJP

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FOURTH FLOOR PLUMBING PLAN

SHEET:

P-1.3

EET: <u>4</u> of <u>15</u>

PLUMBING FIXTURE SCHEDULE MANUFACTURER/ HOT COLD OR VENT FIXTURE TYPE NOTES SYMBOL DESCRIPTION MODEL NUMBER | WASTF | 1/2" 1-1/2" 1-1/2" PROVIDE A COMPLETE WATER STATION INCLUDING HYDROBOOST BOTTLE FILLING STATION WITH HAC WATER COOLER. THE DRINKING DRINKING FOUNTAIN | HALSEY TAYLOR HTHB-HACB FOUNTAIN SHALL BE SELF CONTAINED, WALL MOUNT WITH CHILLER O DELIVER 8 GPH OF 50°F DRINKING WATER AT 90°F AMBIENT AIR TEMP AND 80°F INLET WATER TEMP. BOTTLE FILLER SHALL INCLUDE ELECTRONIC SENSOR FOR NO TOUCH ACTIVATION WITH AUTOMATIC 20—SECOND SHUT—OFF TIMER. THE DRINKING FOUNTAIN SHALL B MADE OF TYPE 300 SERIES STAINLESS STEEL WITH ANTI-MICROBIAL PROTECTED COMPONENTS TO PREVENT MOLD AND MILDEW.

. CONTRACTOR TO INSTALL FIXTURE PER ARCHITECTURAL DRAWINGS AND ADA HEIGHT REQUIREMENTS.

. CONTRACTOR TO COORDINATE WITH ELECTRICIAN FOR ELECTRICAL REQUIREMENTS.

. PROVIDE SHOCK ABSORBER ON DOMESTIC COLD WATER FEEDING DRINKING FOUNTAIN. JOSAM SERIES 75000.

PLUMBING SPECIFICATIONS

TECHNICAL REQUIREMENTS

THESE SPECIFICATIONS CALL OUT CERTAIN DUTIES OF THE CONTRACTOR AND HIS SUBCONTRACTOR. THEY ARE NOT INTENDED AS SUBCONTRACT DOCUMENTS, NOR ARE THEY INTENDED AS A MATERIAL LIST OF ITEMS REQUIRED BY THE CONTRACT.

PROVIDE ALL ITEMS AND WORK CALLED FOR IN THIS DIVISION OF THE SPECIFICATIONS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THIS INCLUDES ALL INCIDENTALS. EQUIPMENT. APPLIANCES. SERVICES. HOISTING. SCAFFOLDING, SUPPORTS, TOOLS, SUPERVISION LABOR, CONSUMABLE ITEMS, FEES, LICENSES, ETC., NECESSARY TO PROVIDE COMPLETE SYSTEMS. PERFORM START UP AND CHECK OUT EACH ITEM AND SYSTEM TO PROVIDE FULLY OPERABLE SYSTEMS.

INTENT OF DRAWINGS

DO NOT SCALE DRAWINGS. CHECK EXISTING SPACE CONDITIONS AT THE JOB SITE.

INTERNATIONAL BUILDING CODE (IBC), 2003, AS AMENDED BY THE 2005 CONNECTICUT

SUPPLEMENT AND 2009 AMENDMENT 2003 INTERNATIONAL PLUMBING CODE WITH STATE OF CONNECTICUT 2005 SUPPLEMENT

ICC/ANSI A117.7, 2003 ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES

NFPA 54: 1996 NATIONAL FUEL GAS CODE

NFPA 70: 2011 NATIONAL ELECTRICAL CODE

NFPA 101: LIFE SAFETY CODE

AND 2009 AMENDMENTS

INTERNATIONAL ENERGY CONSERVATION CODE, 2009

OCCUPATIONAL SAFETY AND HEALTH STANDARDS DEPARTMENT OF ENVIRONMENTAL PROTECTION

PIPE HANGERS AND SUPPORTS: MSS SP-58.

AWWA STANDARDS.

U.L. COMPLIANCE.

COMPLY WITH REQUIREMENTS OF LOCAL UTILITY COMPANY.

COMPLY WITH REQUIREMENTS OF LOCAL AUTHORITY HAVING JURISDICTION.

COMPLY WITH ALL APPLICABLE GOVERNMENTAL REGULATIONS. COMPLY WITH ALL FEDERAL. STATE, CITY, INSURANCE UNDERWRITERS AND OTHER APPLICABLE CODES AND ORDINANCES. IF ANY CONFLICT ARISES BETWEEN THESE SPECIFICATIONS, CODES AND ORDINANCES, IMMEDIATELY NOTIFY THE ENGINEER, DO NOT DEVIATE FROM THE SPECIFICATIONS NOR INSTALL ANY WORK WHICH MAY BE IN CONFLICT WITH CODES AND ORDINANCES UNTIL THE CONFLICT IS RESOLVED AND THE SOLUTION APPROVED BY THE ENGINEER.

PRODUCT DATA: SUBMIT MANUFACTURER'S TECHNICAL PRODUCT DATA, INCLUDING RATED CAPACITIES OF SELECTED MODEL CLEARLY INDICATED, FURNISHED SPECIALTIES AND ACCESSORIES; AND INSTALLATION INSTRUCTIONS.

SHOP DRAWINGS: SUBMIT MANUFACTURER'S ASSEMBLY TYPE SHOP DRAWINGS INDICATING DIMENSIONS, ROUGHING-IN REQUIREMENTS, REQUIRED CLEARANCES, AND METHODS OF ASSEMBLY OF COMPONENTS AND ANCHORAGES.

MAINTENANCE DATA: SUBMIT MAINTENANCE DATA AND PARTS LISTS FOR EACH TYPE OF PLUMBING FIXTURE AND ACCESSORY; INCLUDING "TROUBLE SHOOTING" MAINTENANCE GUIDE. INCLUDE THIS DATA, PRODUCT DATA AND SHOP DRAWINGS IN MAINTENANCE MANUAL. PROVIDE SHOP DRAWING SUBMITTALS OF ALL PLUMBING EQUIPMENT INCLUDING:

CERTAIN TERMS SUCH AS "SHALL, PROVIDE, INSTALL, COMPLETE, START-UP" ARE NOT USED IN SOME PARTS OF THESE SPECIFICATIONS. THIS DOES NOT INDICATE ITEMS SHALL BE LESS THAN COMPLETELY INSTALLED OR THAT SYSTEMS SHALL BE LESS THAN

PERMITS AND FEES

SECURE AND PAY COSTS OF PERMITS, CERTIFICATES, LICENSES, INSPECTIONS AND

<u>ADJUSTMENTS</u>

UPON COMPLETION OF WORK, PERFORM THE FOLLOWING ADJUSTMENT PROCEDURES: ADJUST SYSTEMS COMPONENTS FOR PROPER PERFORMANCE. OPEN AND CLOSE VALVES, SET IN PROPER OPERATING POSITION.

ACCESSIBILITY

PLACE VALVES, UNIONS, DRAINS, AND ITEMS REQUIRING MAINTENANCE, ADJUSTMENT, OR REPAIR, IN ACCESSIBLE LOCATIONS. COORDINATE ACCESS PANELS WITH ARCHITECT REFERENCE PUBLICATIONS

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) AND AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) PUBLICATIONS ARE REFERRED TO HEREIN. BECAUSE THESE PUBLICATIONS ARE REVISED FREQUENTLY, DATES FOLLOWING PUBLICATION NUMBERS HAVE BEEN OMITTED. REFER TO LATEST EDITION. COORDINATION OF WORK

TRANSMIT TO OTHER TRADES ALL INFORMATION REQUIRED FOR WORK TO BE PROVIDED UNDER THEIR RESPECTIVE SECTIONS IN AMPLE TIME FOR INSTALLATION.

WHEREVER WORK INTERCONNECTS WITH WORK OF OTHER TRADES, COORDINATE WITH OTHER TRADES TO INSURE THAT ALL TRADES HAVE THE INFORMATION NECESSARY SO THEY MAY PROPERLY INSTALL ALL THE NECESSARY CONNECTIONS AND EQUIPMENT, IDENTIFY ALL WORK ITEMS (VALVES, DRAINS, ETC.) IN AN APPROVED MANNER IN ORDER THAT THE CEILING SUBCONTRACTOR WILL KNOW WHERE TO INSTALL ACCESS DOORS AND PANELS.

CONSULT WITH OTHER TRADES REGARDING EQUIPMENT SO, WHEREVER POSSIBLE, MOTORS AND CONTROL ARE OF THE SAME MANUFACTURER.

FURNISH AND SET ALL SLEEVES FOR PASSAGE OF PIPES AND CONDUITS THROUGH STRUCTURAL MASONRY AND CONCRETE WALL AND FLOORS, AND ELSEWHERE AS WILL BE REQUIRED FOR THE PROTECTION OF EACH PIPE PASSING THROUGH BUILDING SURFACES. PROVIDE REQUIRED SUPPORTS AND HANGERS FOR PIPING, FIXTURES AND EQUIPMENT, SO

LOADING WILL NOT EXCEED ALLOWABLE LOADINGS OF STRUCTURE.

CONFORM THE PLUMBING WORK TO THE REQUIREMENTS HEREIN. PROVIDE OFFSETS, FITTINGS, DRAINS, AND ACCESSORIES WHICH MAY BE REQUIRED. INVESTIGATE THE STRUCTURAL AND FINISH CONDITIONS AFFECTING THE WORK, AND ARRANGE THE WORK ACCORDINGLY. PROVIDE SUCH PIPING, FITTINGS, VALVES AND ACCESSORIES AS MAY BE REQUIRED TO MEET SUCH CONDITIONS.

POWER SUPPLY WILL BE PROVIDED UNDER DIVISION 16, AND CONNECTIONS MADE TO ANY

TO FACILITATE ELECTRICAL CONNECTIONS EQUIP ELECTRICAL ITEMS WITH NEMA ENCLOSURES HAVING ADEQUATE KNOCKOUTS, CONNECTORS, TERMINAL BLOCKS AND/OR CONTACTS.

CONSPICUOUSLY IDENTIFY NEW PIPING WITH SELF-ADHERING VINYL PLASTIC COLOR BANDS AND PIPE MARKERS IMPRINTED WITH LEGEND, BASED ON ANSO A13.1 "SCHEME FOR THE IDENTIFICATION OF PIPING SYSTEMS"

APPLY LEGENDS TO FEED AND CROSS MAIN PIPING ADJACENT TO CHANGES IN DIRECTION WHERE PIPES PASS THROUGH WALLS OR FLOORS, AT INTERVALS NOT EXCEEDING 40 FEET IN STRAIGHT PIPING RUNS, AND ADJACENT TO CROSS MAIN CONNECTIONS WITH FEED MAIN. MINIMUM LETTER SIZE:

1/2" FOR PIPING 3/4" TO 1-1/4" OD 3/4" FOR PIPING 1-1/2" TO 2" OD 1-1/4" FOR PIPING 2-1/2" TO 6" OD

MINIMUM COLOR BAND WIDTH:

8" FOR PIPING 3/4" TO 2" OD

12" FOR PIPING 2-1/2" TO 6" OD OPERATING INSTRUCTIONS

INSTRUCT OWNER'S OPERATING PERSONNEL ON PROPER CARE, MAINTENANCE AND OPERATING PROCEDURES.

MAINTENANCE MANUAL

INCLUDE FOLLOWING IN MANUALS:

MANUFACTURER'S DESCRIPTIVE DATA OPERATION AND MAINTENANCE INSTRUCTIONS

VALVE LOCATION AND TAG NUMBER CHARTS.

REPLACEMENT PART LISTS WIRING DIAGRAMS MANUFACTURER'S WARRANTY & SERVICE CERTIFICATES INSTRUCTIONS FOR PERIODIC CLEANING AND MAINTENANCE PROCEDURES FOR SYSTEMS START-UP AND SHUT-DOWN **CLEANING**

CLEAN PIPING PRIOR TO PAINTING.

UPON COMPLETION OF WORK, PERFORM THE FOLLOWING CLEANING PROCEDURES:

REMOVE PROTECTIVE COVERS AFTER PAINTING CLEAN PIPING AND EQUIPMENT REMOVE SURPLUS MATERIALS AND RUBBISH

RESTORE DAMAGED SURFACE FINISHES

<u>ADJUSTMENTS</u>

UPON COMPLETION OF WORK, PERFORM THE FOLLOWING ADJUSTMENT PROCEDURES: ADJUST SYSTEMS COMPONENTS FOR PROPER PERFORMANCE

OPEN AND CLOSE VALVES, SET IN PROPER OPERATING POSITION. SEAL CONTROL VALVES OPEN

<u>GUARANTEE</u>

SUPPLY TWO COPIES OF A WARRANTY COUNTERSIGNED AND GUARANTEED BY CONTRACTOR STATING THAT IMPERFECT SYSTEM OPERATION AND ALL DEFECTS IN LABOR AND MATERIALS WILL BE REPAIRED WITHOUT COST TO OWNER FOR A PERIOD OF ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION, AND STATING THAT ALL PLUMBING EQUIPMENT HAS BEEN FULLY SERVICED AND LEFT IN PROPER OPERATING CONDITION.

ALSO GUARANTEE THAT SERVICING WILL BE PROVIDED WITHOUT COST DURING GUARANTEE

PIPE SLEEVE INSTALLATION

PROVIDE FOR PIPING PASSING THROUGH WALLS, PARTITIONS AND SLAB, SLEEVES SIZED AT LEAST 1 INCH LARGER THAN OD OF PIPE. SLEEVES ARE REQUIRED FOR PIPING PASSING THROUGH FIRE-RATED WALLS CONSTRUCTED OF METAL STUDS AND GYPSUM WALLBOARD.

TERMINATE SLEEVES THROUGH WALLS. PARTITIONS AND CEILINGS FLUSH WITH FINISHED SURFACES: THROUGH SLABS 1/2" ABOVE FLOOR FINISH IN HABITABLE SPACES AND 2" ABOVE ROUGH FINISH IN PIPE SPACES AND OTHER UNFINISHED AREAS.

SET SLEEVES IN PLACE BEFORE PLACING CONCRETE, OR SECURELY FASTEN AND GROUT IN PLACE WITH CONCRETE. EXERCISE CARE IN LOCATING AND SETTING OF SLEEVES TO ASSURE ACCURATE ALIGNMENT. IN ABSENCE OF SLEEVES, USE CORE DRILLED HOLES AND PROVIDE CURBS TO PREVENT PASSAGE OF WATER.

FILL VOID SPACES BETWEEN PIPING AND PIPE SLEEVES WITH PENETRATION SEAL, OR APPROVED ELASTROMERIC CAULKING MATERIALS. **ESCUTCHEON INSTALLATION**

PROVIDE ESCUTCHEONS ON PIPE PROTRUSIONS AT WALLS, PARTITIONS, CEILING AND FLOORS. ESCUTCHEONS SHALL FIT SNUGLY AROUND PIPING AND COVER SURFACE OPENING. FIRE STOPPING

FILL VOID SPACE BETWEEN PIPING AND PIPING SLEEVES WITH DOW CORNING 3 - 6548 RTV SILICONE FOAM, OR WITH FIBROUS GLASS SEALED WITH FIRE TESTED AND APPROVED ELASTOMERIC CAULKING MATERIALS.

<u>INSTALLATION — GENERAL</u>

PREPARATION: CUT PIPE AND TUBING ENDS SQUARE, REMOVE BURRS AND REAM TO ORIGINAL BORE. CLEAN JOINT SURFACES PRIOR TO ASSEMBLY. WIPE OFF EXCESS JOINING COMPOUNDS AND FLUX RESIDUE.

SCREWED: USE AMERICAN STANDARD TAPER PIPE THREADS CUT SHARP AND TRUE AND SUITABLE FOR NORMAL ENGAGEMENT. SCREW THREADED ITEMS UP CLOSE TO SHOULDERS WITH NOT MORE THAN THREE INCOMPLETE THREADS EXPOSED. DO NOT USE LAMP WICK, CORD, WOOL OR OTHER "WICKING" MATERIALS. REPAIR LEAKS WITH NEW MATERIALS, DO NOT PEEN OR CAULK. "TEFLON" PIPE JOINT TAPE OR JOINT COMPOUNDS COMPOSED OF RED LEAD AND GRAPHITE GROUND IN LINSEED OIL WILL BE PERMITTED, APPLIED TO MALE

SOLDER: MAKE UP JOINTS WITH 95-5 TIN-ANTIMONY WIRE SOLDER AND NON-CORROSIVE FLUX. DO NOT USE 50-50 OR OTHER TIN-LEAD SOLDERS.

MECHANICAL COUPLINGS: USE MANUFACTURER'S MATERIALS AND METHODS.

PIPE HANGER AND SUPPORT INSTALLATION

REFER TO MSS-SP-58; STANDARD FOR PIPE HANGERS AND SUPPORTS.

SUPPORT, ANCHOR AND GUIDE PIPING SYSTEMS TO WITHSTAND STATIC AND DYNAMIC LOAD CONDITIONS, TO ALLOW FOR EXPANSION AND CONTRACTION; TO PREVENT VIBRATION AND SWAYING; TO MAINTAIN ALIGNMENT AND MINIMIZE VERTICAL DEFLECTION. DO NOT SUPPORT PIPING FROM OTHER PIPING OR DUCTWORK. DO NOT USE WIRE, TAPE,

METAL BAND, OR OTHER MAKE-SHIFT DEVICES AS MEANS OF SUPPORT OR ATTACHMENT.

GENERAL: TEST PLUMBING SYSTEMS TO SATISFACTION OF BUILDING OFFICIAL. DO NOT CLOSE IN, CONCEAL, OR COVER UP ANY WORK UNTIL IT HAS BEEN TESTED, INSPECTED, AND APPROVED BY ENGINEER AND LOCAL OFFICIALS.

FLUSH PIPING, PRIOR TO TESTING, TO REMOVE FOREIGN MATERIAL WHICH MAY HAVE ENTERED DURING COURSE OF INSTALLATION. CLEAN FILTERS AND STRAINERS AFTER

PLUMBING MATERIALS

CAST IRON PIPE.

DOMESTIC HOT AND COLD WATER: PIPING - HARD DRAWN COPPER TUBING TYPE "L" WITH SOLDERED JOINTS.

SANITARY WASTE AND VENT PIPING ABOVE GROUND: - STANDARD WEIGHT HUBLESS CAST IRON PIPE. SANITARY WASTE AND VENT PIPING BELOW GROUND: - STANDARD WEIGHT HUB AND SPIGOT

CHECK VALVE: ALL BRONZE, HORIZONTAL SWING, REGRINDING TYPE, Y PATTERN, RENEWABLE SEAT AND DISC, 200 PSI NON-SHOCK COLD WATER BY NIBCO. BALL VALVE - 2" AND SMALLER: LEAD FREE BRONZE BODY AND BALL, TEFLON SEATS AND SEALS, LEVER HANDLE, 400 PSI WOG, NIBCO, APOLLO.

PIPE HANGER MATERIAL STANDARDS BOLTING - ASTM A307, GRADE A CAST IRON - ASTM A48 GRADE 30 FORGOINGS - AST, A521, GRADE CA MALLEABLE IRON - ASTM A47, ASTM A197 STEEL - ASTM A36, ASTM A569, ASTM A570

STEEL ROD - ASTM A36, ASTM A575 PIPE HANGER COMPONENTS

STEEL PIPE - ASTM A53, ASTM A120

COMPONENTS: DESIGNED WITH MINIMUM SAFETY FACTOR OF 5; OF ALL METAL CONSTRUCTION; ASSEMBLED WITH CORROSION RESISTANT SQUARE HEAD MACHINE BOLTS AND SQUARE OR HEX HEAD NUTS, STEEL WASHERS; IN SUCH A MANNER AS TO PREVENT

PIPE ATTACHMENTS: CAPABLE OF VERTICAL ADJUSTMENT UNDER LOAD, SHAPED TO OD IF PIPING, SIZED ALLOW CONTINUOUS INSULATION.

SURFACE FINISH - GENERALLY: CORROSION RESISTANT PAINT COATING.

SURFACE FINISH - UNINSULATED COPPER AND BRASS PIPING; COPPER-PLATED OR PLASTIC COATED. SURFACE FINISH - CHROME PLATED PIPING: CHROME PLATED.

ESCUTCHEONS PAINTED SURFACES: PRIME COATED SHEET METAL

ACOUSTICAL SURFACES: FACTORY PAINTED TO MATCH SURFACE SHEET STEEL PREFINISHED SURFACES: CHROME-PLATED CAST BRASS

PIPE SLEEVES, SEALS AND ADAPTERS

INTERIOR PARTITIONS: #20 GAUGE GALVANIZED STEEL, LOCK SEAM JOINT

PIPE INSULATION PIPE: SECTIONAL PREMOLDED FIBROUS GLASS, FACTORY APPLIED FLAME RETARDANT VAPOR BARRIER JACKET.

MINIMUM DENSITY: 3.5 LBS PCF. MAXIMUM K-FACTOR: 0.25 AT 75 DEGREES FAHRENHEIT, MEAN.

VALVES AND FITTINGS: PREMOLED, FIBROUS GLASS FITTING COVERS, OR FABRICATED MITERED SEGMENTS OF PIPE INSULATION, FINISHED WITH 20-20 COUNT GLASS CLOT EMBEDDED IN SURFACE COATING. NO STAPLES, TACKS OR BANDS.

SURFACE FINISH - EXPOSED: UNIFORM COAT OF SURFACE COATING SURFACE FINISH - CONCEALED: NONE REQUIRED. WATER PIPING SPECIALTIES

SHOCK ABSORBER: SA: ALL COPPER, MECHANICAL—PNEUMATIC TYPE, HERMETICALLY SEALED BELLOWS, THREADED INLET; 150 PSI WWP. SIZE AND PLACEMENT DETERMINATION: PDI—WH 201 AND A.S.S.E. STANDARD 1010.



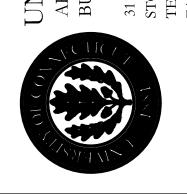
CONSULTANT:

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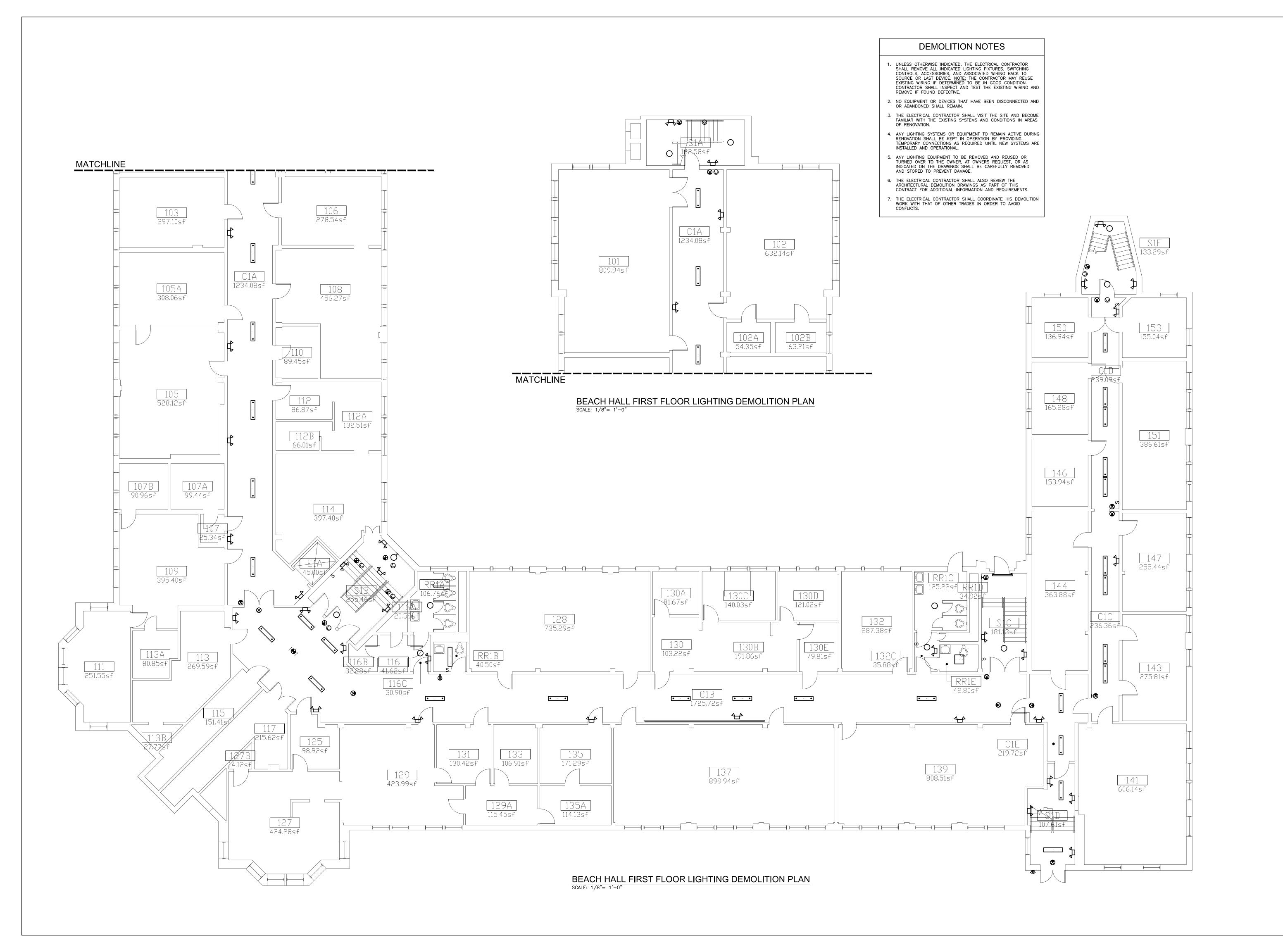
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SPECIFICATIONS SHEET:





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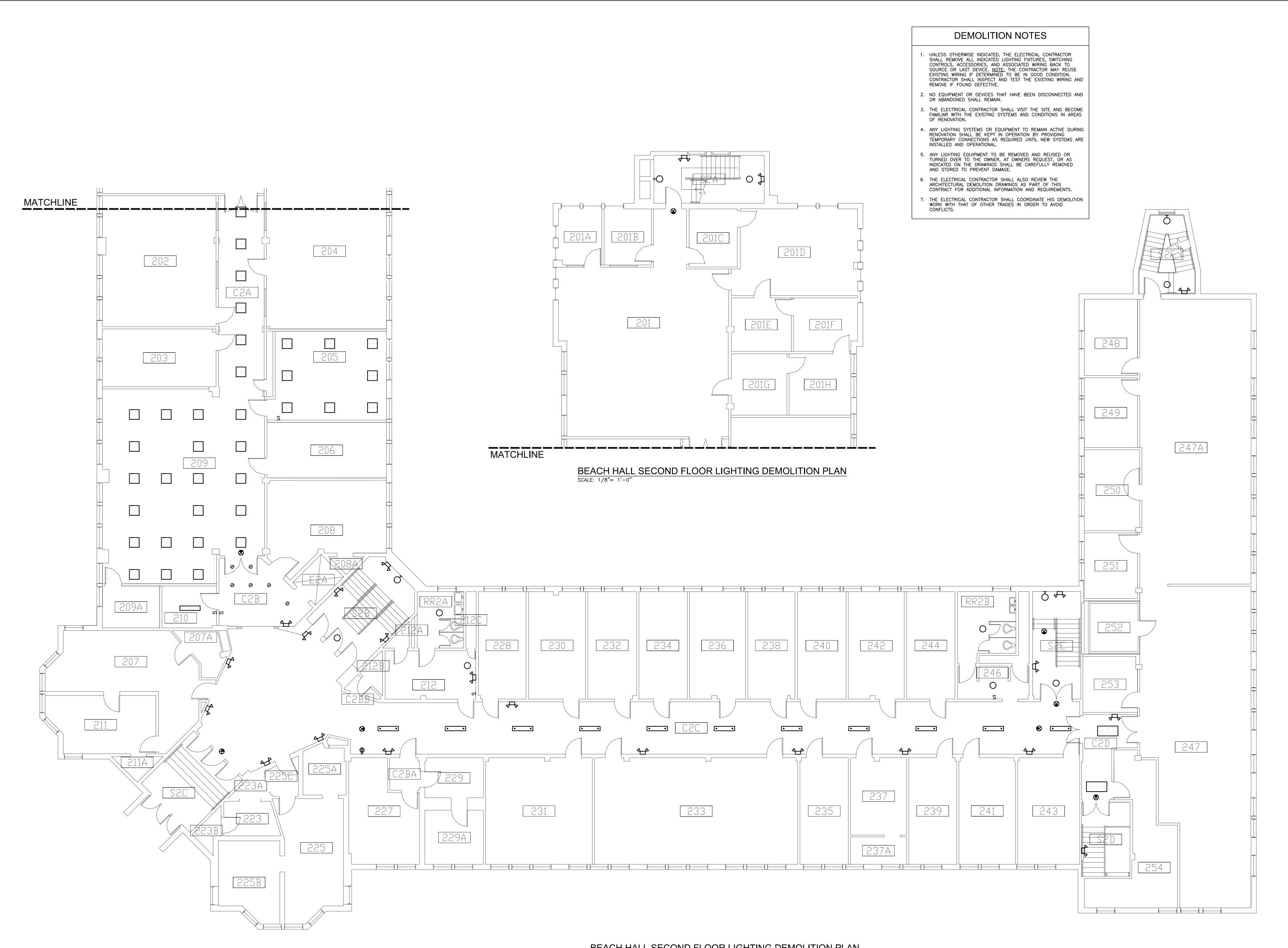
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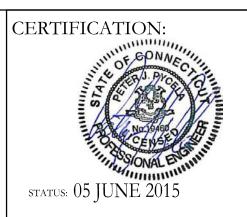
FIRST FLOOR LIGHTING DEMOLITION PLAN

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<u>6</u> of <u>15</u>





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ROJECT

ACADEMIC BUILDING RENOVATIONS BEACH HALL

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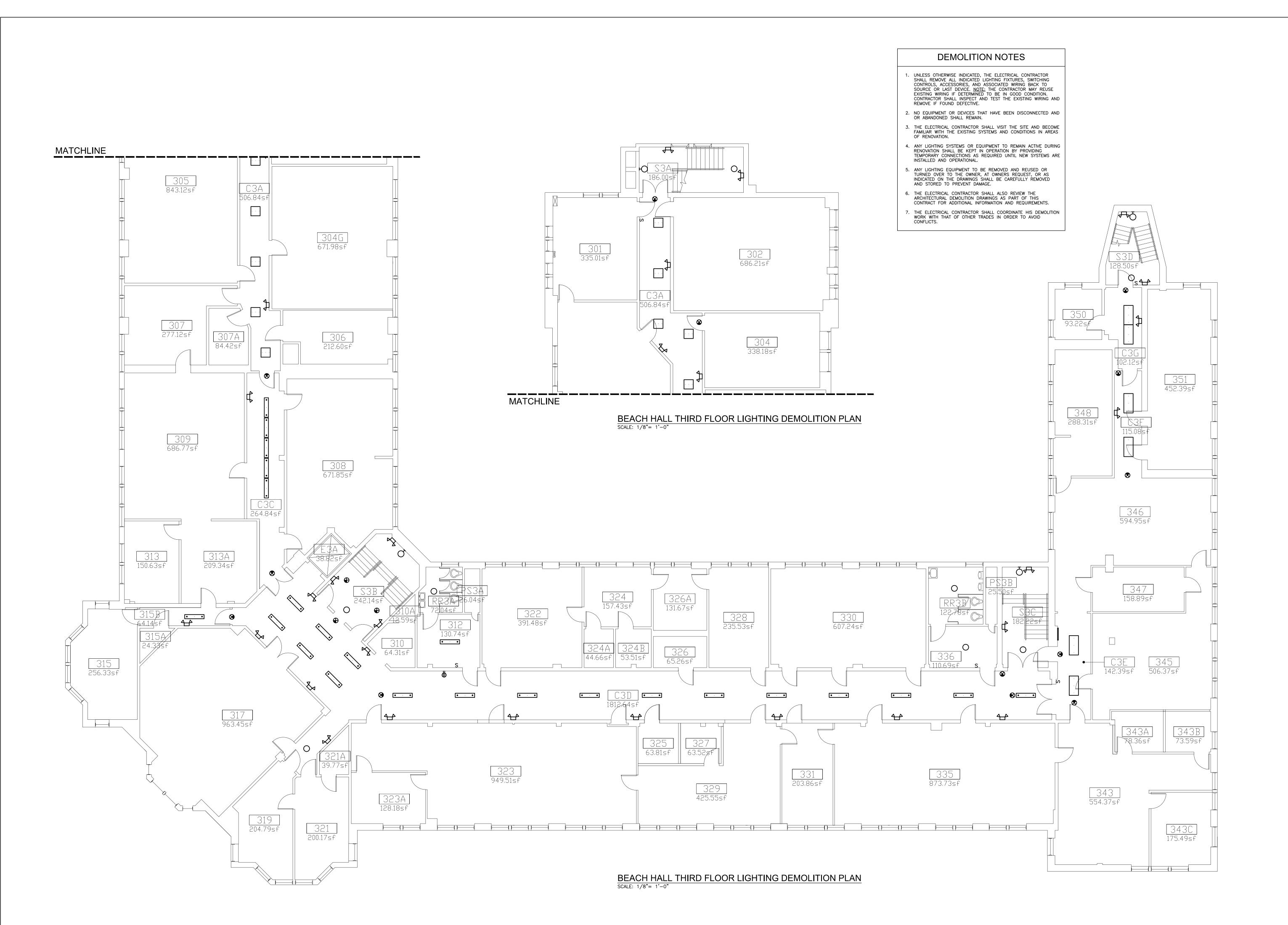
SECOND FLOOR LIGHTING DEMOLITION PLAN

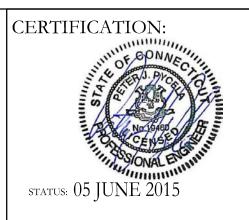
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SHEET: 7 of 15

BEACH HALL SECOND FLOOR LIGHTING DEMOLITION PLAN SCALE: 1/8"= 1'-0"





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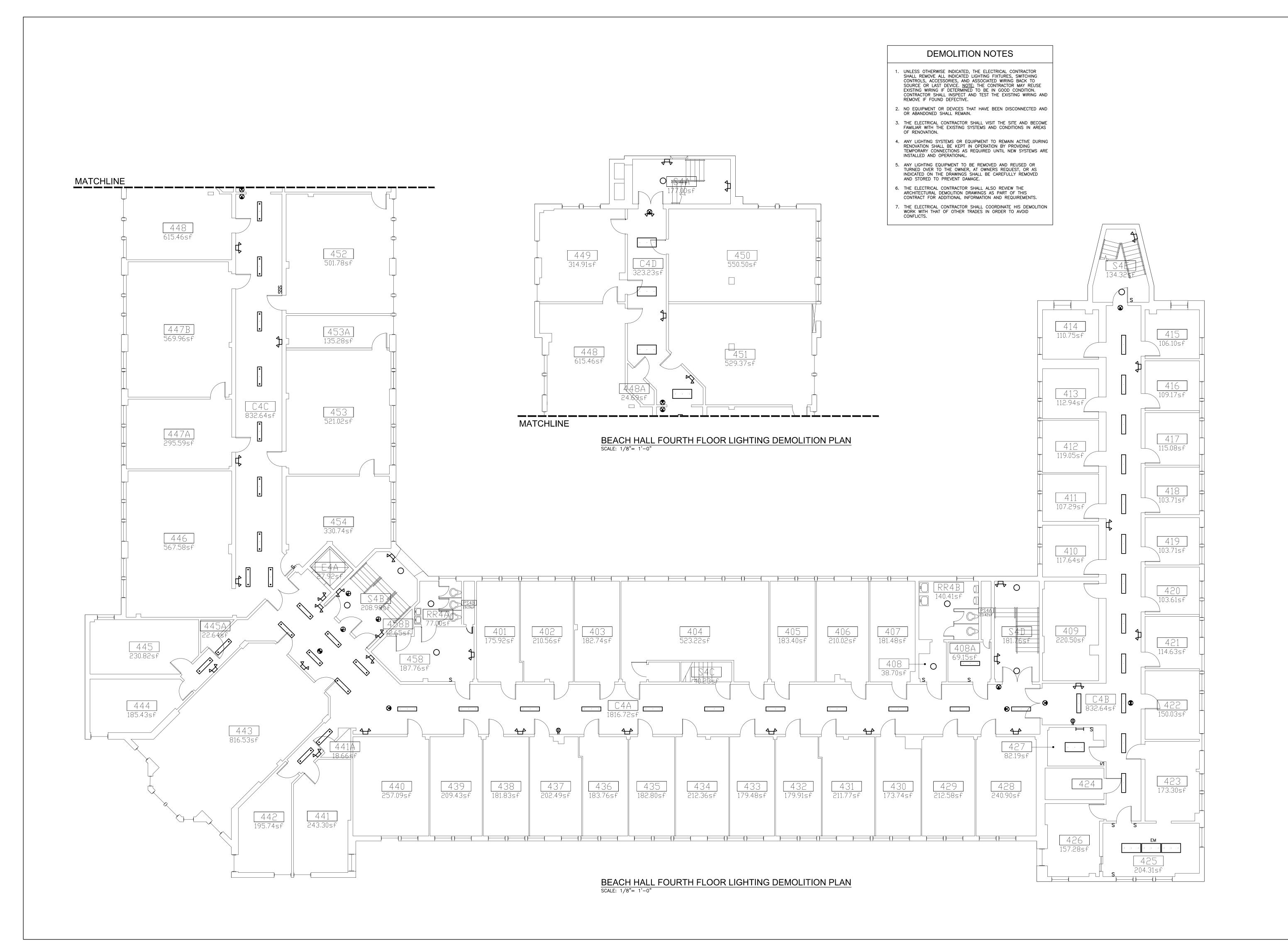
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ACADEMIC BUILDING SERVICIONS

RENOVATIONS

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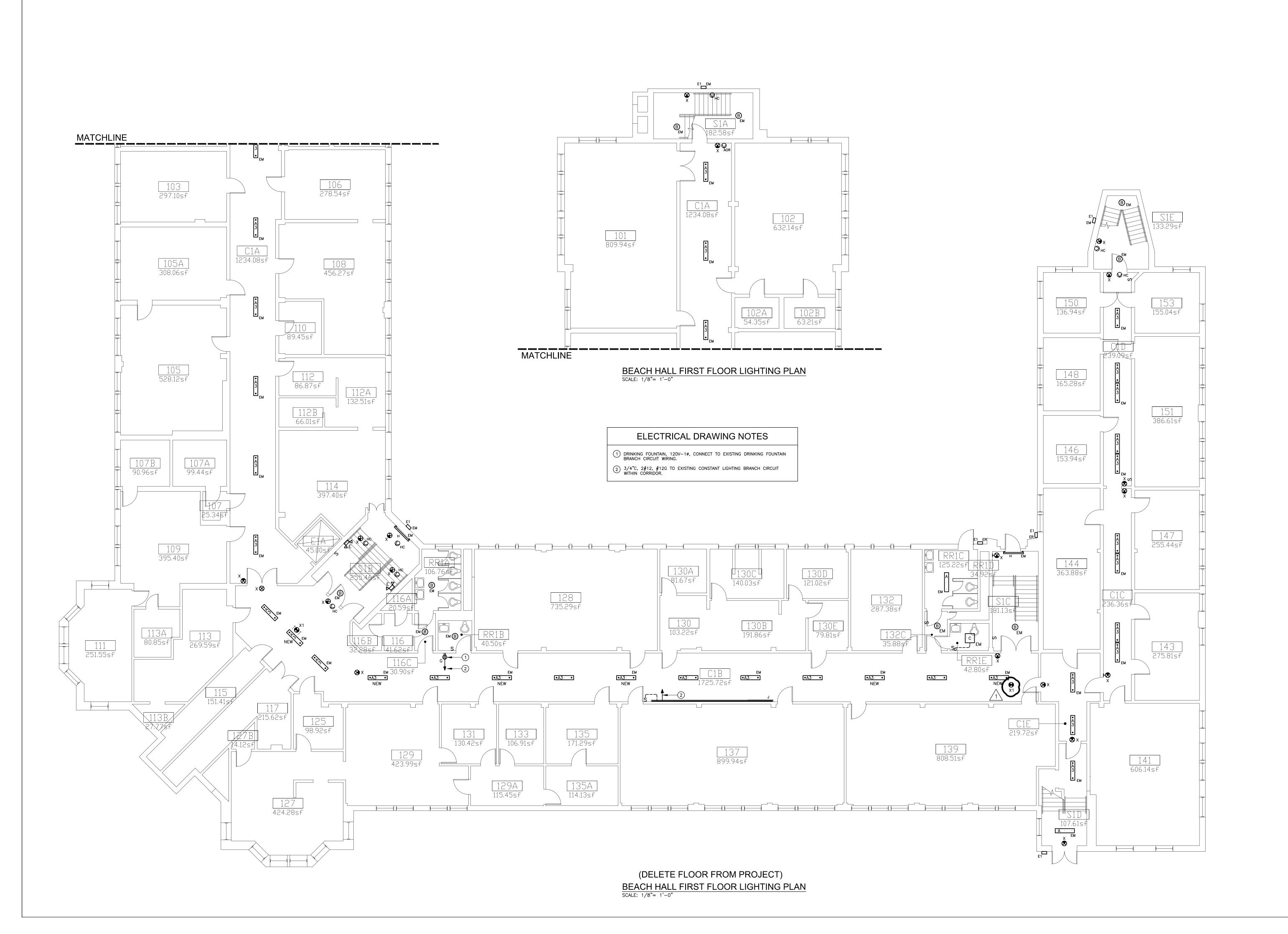
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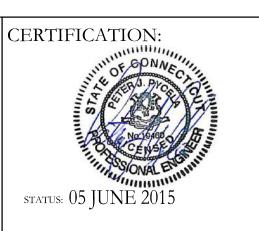
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FOURTH FLOOR
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1 5 3	—64 THOMPSON STREET, SUITE AIOI - EAST HAVEN, CT 06513 TEL: 203.467.4370 WEB: WWW.IESLLC.BIZ

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FIRST FLOOR LIGHTING PLAN

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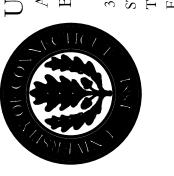
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E-1.1 AUTHOR: DJM/PJP

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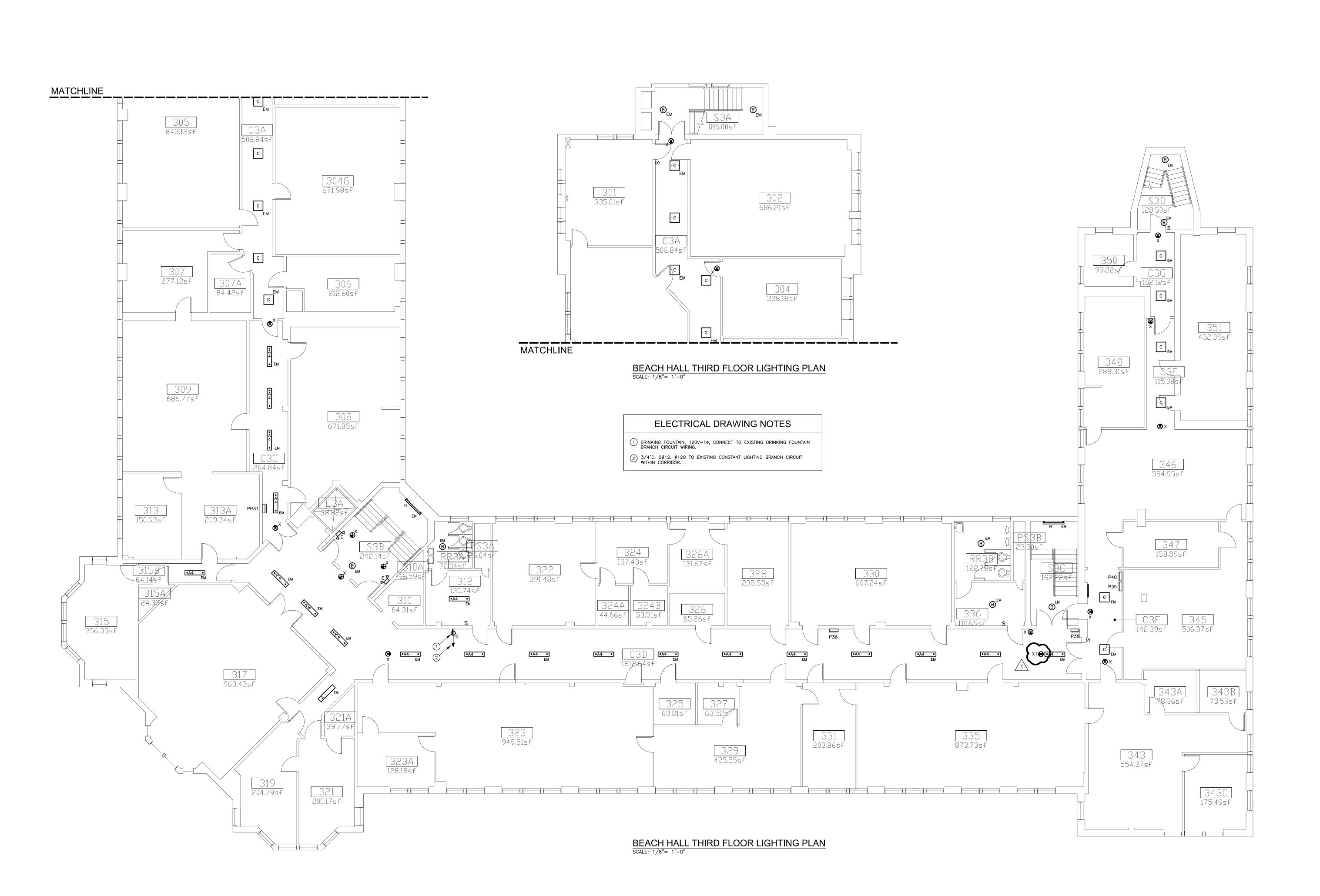
SECOND FLOOR

LIGHTING PLAN

SHEET:

E-1.1

SHEET: <u>11</u> of <u>15</u>





GREGG WIES & GARDNER ARCHITECTS, LLC

151 East Street | New Haven, CT 06511 | 1203.468.1967 | 7203.468.88

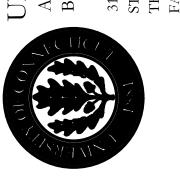


RE mari	VISIONS:	DESCRIPTION
1	06-09-15	ADDENDUM #2

IVERSITY OF CONNECTION TECTURAL & ENGINEERING LEDING SERVICES

EDOYT ROAD UNIT 3038

RRS, CONNECTICUT 06269-3038



DEMIC BUILDING SEACH HALL

PROJECT NO: 122314AA WORK ORDER NO: -FILE NAME:

G:\IES PROJECTS\2015 PROJECTS\TEAM PJP\15035 UCONN ACADEMIC BUILDINGS\CONTRACT DOCUMENTS\BEACH HALL\15035 BEACH HALL E-1.2

AUTHOR: DJM/PJP
DRAFTER: MDM/PT

SCALE: AS NOTED
PRINT DATE: 06-09-2015

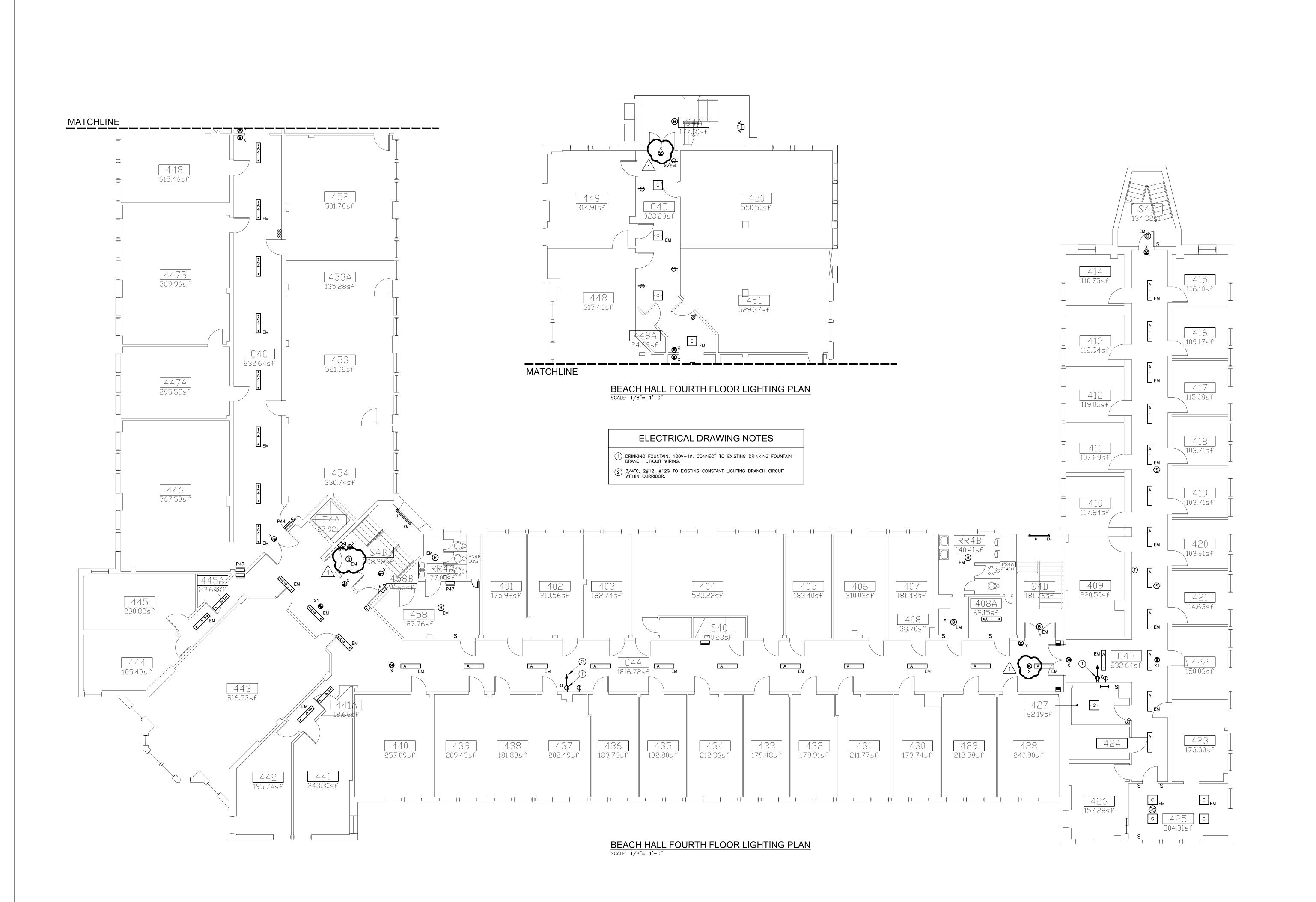
SHEET TITLE:

THIRD FLOOR LIGHTING PLAN

SHEET:

E-1.2

SHEET: <u>12</u> of <u>15</u>





GREGG WIES & GARDNER ARCHITECTS, LLC



REVISIONS: 1 06-09-15 ADDENDUM #2



STORRS, CT 06269-3038

ACADEMIC BUILDING STANOVATIONS
BEACH HALL

PROJECT NO: 122314AA WORK ORDER NO: -

FILE NAME: G:\IES PROJECTS\2015 PROJECTS\TEAM PJP\15035 UCONN ACADEMIC BUILDINGS\CONTRACT DOCUMENTS\BEACH HALL\15035 BEACH HALL E-1.3

AUTHOR: DJM/PJP

DRAFTER: MDM/PT SCALE: AS NOTED

PRINT DATE: 06-09-2015 SHEET TITLE:

FOURTH FLOOR LIGHTING PLAN

SHEET:

E-1.3

SHEET: <u>13</u> of <u>15</u>

LIGHTING SPECIFICATIONS				
LIGHTING FIXTURE TYPE	[A · ·] [A · ·]	LIGHTING FIXTURE TYPE	H H EM	
	EM NEW	LIGHTING FIXTURE TYPE	LUMENWEDY	
MANUFACTURERCATALOG NO	LW15-4-3800-35K-HTA-SXX-UNI-PIR	MANUFACTURER	QUANW-HLO-LED-80-750-35-4FT	
VOLTAGE	6"x45" LINEAR LUMINARE 120	FIXTURE DESCRIPTION	-120D14EBCMB-W-OMS 2.5"x3.5"x48" LINEAR LUMINARE	
LAMP & DESIGNATION BALLAST		VOLTAGELAMP & DESIGNATION	120	
	SURFACE/PENDANT, STEM LENGTHS AS INDICATED IN REMARKS	BALLASTMOUNTING	–	
HOUSING	STEEL	HOUSING	ALUMINUM	
LENS/LOUVER	EM INDICATESBUILT-IN EMERGENCY BATTERY PACK	LENS/LOUVERREMARKS	EXTRUDED ACRYLIC EM INDICATES BUILT—IN EMERGENCY	
	BUILT-IN OCCUPANCY SENSOR A = SURFACE		LIGHTING PACK	
	A1 = 6" STEMS	LIGHTING FIXTURE TYPE	<u>J</u>	
	A2 = 12" STEMS A3 = 24" STEMS	MANUFACTURER	CONTECH LIGHTING	
	A4 = 48" STEMS "NEW" INDICATES EXISTING LIGHTING	CATALOG NO		
	JUNCTION BOX WITH NEW LIGHT	VOLTAGELAMP & DESIGNATION		
	C CEM	BALLASTMOUNTING	–	
LIGHTING FIXTURE TYPE	® ®	HOUSING	–	
MANUFACTURER		LENS/LOUVER	INSTALL IN EXISTING DISPLAY CASE	
FIXTURE DESCRIPTION	2062-16-BN-B12LED-30K-ES-OCC-B-S 16" DIAMETER LUMINARE			
VOLTAGE LAMP & DESIGNATION		LIGHTING FIXTURE TYPE	0	
BALLAST MOUNTING		MANUFACTURER	L MERCURY LIGHTING	
HOUSINGLENS/LOUVER	STEEL	CATALOG NO	L22-2-1600-35K-ASW-IM-SXX-VNI	
REMARKS	EM INDICATES BUILT-IN EMERGENCY	VOLTAGELAMP & DESIGNATION	120	
	LIGHTING PACK	BALLAST	LED DRIVER	
LIGHTING FIXTURE TYPE	®	MOUNTING	STEEL	
MANUFACTURER		LENS/LOUVERREMARKS	WHITE ACRYLIC DIFFUSER	
CATALOG NO	2045—14-WH-B12LED-30K-BB1-ES-OCC 14" DIAMETER LUMINARE			
VOLTAGE	120	LIQUEINO ENTERE DOS	К	
BALLAST	– ΄	LIGHTING FIXTURE TYPE		
MOUNTING	SURFACE STEEL		700-MO-BRK-835-20/35-12-B	
LENS/LOUVER	WHITE ACRYLIC BUILT—IN OCCUPANCY SENSOR	FIXTURE DESCRIPTIONVOLTAGE	LOW VOLTAGE LIGHTING TRACK	
	BUILT-IN EMERGENCY OCCUPANCY SENSOR	LAMP & DESIGNATION BALLAST	LED´	
		MOUNTING	PENDANT	
LIGHTING FIXTURE TYPE	· C · I EM	HOUSINGLENS/LOUVER	–	
MANUFACTURER	LITHONIA LIGHTING 2VTL2-33L-ADP-EZ1-LP835-EL14L	REMARKS	QUANTITY OF HEADS AS PER DRAWINGS	
FIXTURE DESCRIPTION	2'x2' LAY-IN TROFFER			
VOLTAGE LAMP & DESIGNATION	LED, 3500K	LIGHTING FIXTURE TYPE HM		
BALLAST MOUNTING	– RECESSED	MANUFACTURER		
HOUSING LENS/LOUVER		FIXTURE DESCRIPTION		
REMÁRKS	EM INDICATES BUILT—IN EMERGENCY LIGHTING PACK	VOLTAGE		
	LIGHTING TACK	BALLASTMOUNTING		
LIGHTING FIXTURE TYPE	Ø ^D Ø ^D	HOUSINGLENS/LOUVER	STEEL	
MANUFACTURER	PATHWAY	REMARKS		
CATALOG NO		N/		
VOLTAGELAMP & DESIGNATION	120	LIGHTING FIXTURE TYPE	>	
BALLASTMOUNTING	-	MANUFACTURER	LUMENWERX – (ALTERNATE BID ITEM)	
HOUSING	STEEL	CATALOG NO	VIA4PDIPAT-HLO-LED-80CRI-750-500-35-8(6) LEV DEG-120-D-1-4EB-55WSW18-W-LDC-LML	
LENS/LOUVER	EM INDICATES BUILT-IN EMERGENCY	FIXTURE DESCRIPTIONVOLTAGE	HEXIGON PATTERN, LINEAR LUMINAIRE	
	LIGHTING PACK	LAMP & DESIGNATION	LED, 35K	
LIGHTING FIXTURE TYPE	4 ^E A	BALLASTMOUNTING	PENDANT	
	_	HOUSING LENS/LOUVER	OPAL ACRYLIC	
MANUFACTURER	RL2LED-4-WH-SD	REMARKS	BUILT-IN EMERGENCY PACK, SELF-DIAGNOSTIC	
VOLTAGE	SELF CONTAINED EMERGENCY LIGHT 120	LIGHTING FIXTURE TYPE (P)		
LAMP & DESIGNATION BALLAST				
MOUNTING	SURFACE		7700LED-4-WH-B12LED-30K-ES-OCC-ES	
LENS/LOUVER	–	FIXTURE DESCRIPTION VOLTAGE		
	SEL SWORDSHO	LAMP & DESIGNATION BALLAST	LED, 30K	
LIGHTING FIXTURE TYPE [E1	MOUNTING	SURFACE	
MANUFACTURER	ISOLITE	LENS/LOUVER		
CATALOG NO	ELED-EM-B2-CD	IVEINIUM	BOILT IN LIVILINGEINGT FACK	
VOLTAGE		LIGHTING FIXTURE TYPE	x⊗	
LAMP & DESIGNATION BALLAST	–			
MOUNTING	DIE-CAST ALUMINUM	MANUFACTURER	LPDC-EM-R-S-WW-UN-SD	
LENS/LOUVER		FIXTURE DESCRIPTIONVOLTAGE	120	
	·	LAMP & DESIGNATION BALLAST	–	
LIGHTING FIXTURE TYPE	$\bigcirc^{F}\bigcirc^{F_1}\bigcirc^{F_2}$	MOUNTINGHOUSING	UNIVERSAL	
		LENS/LOUVER		
CATALOG NO			The section of the se	
	EXISTING LUMINAIRE TO BE CLEANED AND RELAMPED	LIQUEINO ENTURE POR	V1.	
VOLTAGELAMP & DESIGNATION	120 5 WATT, LED, MAXLITE SERIES 5B11	LIGHTING FIXTURE TYPE	X1 🔂	
BALLASTMOUNTING	–	MANUFACTURER	LPDC-EM-R-D-WW-UN-SD	
HOUSING	EXISTING	FIXTURE DESCRIPTIONVOLTAGE	DOUBLE FACED EXIT SIGN	
REMARKS	MEDIUM BASE TO CANDELABRA BASE. PROVIDE	LAMP & DESIGNATIONBALLAST	LED	
	EDSON ADAPTER AS REQUIRED PER FIXTURE.	MOUNTING	UNIVERSAL	
LIGHTING FIXTURE TYPE	ര ര	HOUSINGLENS/LOUVER	RED	
MANUFACTURER	© © _{EM}	REMARKS	BUILT-IN EMERGENCY PACK, SELF DIAGNOSTIC	
CATALOG NO	7156-WH-B12LED-30K-E5-0CC			
VOLTAGE	12" DIAMETER SHOWER LIGHT 120	LIG	HTING NOTES	
LAMP & DESIGNATION BALLAST	 -			
MOUNTING	SURFACE		BE ENERGY STAR LISTED & LABELED OR DLC	
LENS/LOUVER		LISTED & LABELED.	NIFCESSADY DACK DOVES DOV EVTENSIONS	

2. CONTRACTOR TO INCLUDE ALL NECESSARY BACK BOXES, BOX EXTENSIONS,

AND WIRING TO ACCOMMODATE THE INSTALLATION OF LIGHT FIXTURES,

SWITCHES, OCCUPANCY SENSORS, POWER PACKS, ETC.

EM INDICATES BUILT-IN EMERGENCY

LIGHTING PACK

GENERAL NOTES THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK REQUIRED FOR A COMPLETE, FULLY OPERABLE INSTALLATION. ALL WORK TO BE DONE IN ACCORDANCE WITH THE LATEST APPROVED ISSUE OF THE NEC AND APPLICABLE LOCAL CODES.

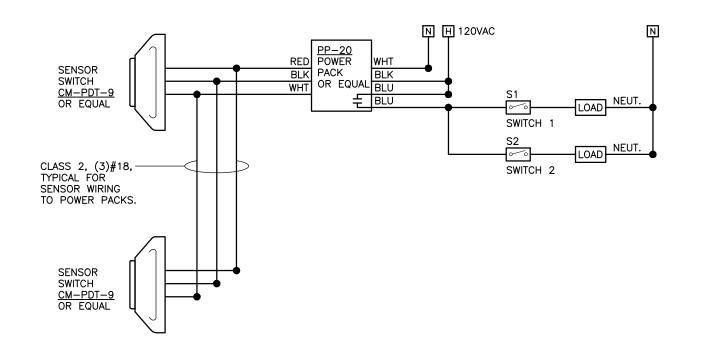
- THE DRAWINGS SHOW THE GENERAL LAYOUT AND SOME OF THE DETAIL, BUT THEY DO NOT SHOW EVERY FITTING. BEND, ... ETC. ELECTRICAL CONTRACTOR SHALL PROVIDE ALL SUCH MATERIALS TO MAKE A COMPLETE INSTALLATION. 3. DO NOT SCALE DRAWINGS; ACTUAL FIELD MEASUREMENTS AND DIMENSIONS TAKE PRECEDENCE IN ALL CASES.
- 4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION
- CONTRACT, AIA DOCUMENT 201, LATEST EDITION. . ELECTRICAL CONTRACTOR SHALL INSTALL ALL EQUIPMENT IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS AND
- OR REQUIREMENTS FOR PROPER OPERATION AND MAINTENANCE.
- 6. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING OF ALL PHASES OF THE WORK AND TO DEMONSTRATE TO OWNER THAT THE EQUIPMENT IS IN FULL OPERATING ORDER.
- ELECTRICAL CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED TO THEIR ORIGINAL CONDITION. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR ALL CUTTING, PATCHING, PAINTING, CLEAN—UP, ELECTRICAL DEBRIS REMOVAL AND GENERAL COORDINATION OF THE WORK EFFORT AS REQUIRED FOR THE INSTALLATION OF THE ELECTRICAL ITEMS OF
- 8. THE SCOPE OF WORK IS AS SHOWN ON THE PLANS AND DETAILED IN THE SPECIFICATIONS.
- 9. ALL WIRING METHODS ARE TO BE IN ACCORDANCE WITH THE CURRENT ISSUE OF THE NATIONAL ELECTRICAL CODE, AND APPLICABLE LOCAL CODES. ALL WIRING IS TO BE IN CONDUIT, UNLESS SPECIFICALLY NOTED OTHERWISE. ALL
- 10. PROVIDE INDEPENDENT SEISMIC SUPPORT OF ALL ELECTRICAL EQUIPMENT PER IBC CODE.
- 11. ELECTRICAL CONTRACTOR SHALL SECURE ALL PERMITS AND PAY FOR ALL REQUIRED FEES. 12. ELECTRICAL CONTRACTOR SHALL PROVIDE PROOF OF LIABILITY AND PROPERTY INSURANCE TO THE OWNER, ALL
- DEDUCTIBLES SHALL BE PAID FOR BY THE ELECTRICAL CONTRACTOR IN THE EVENT OF A CLAIM. 13. PERSONNEL SAFETY IS OF PRIME IMPORTANCE. NO HAZARDOUS CONDITION MUST BE ALLOWED. EVERY CARE MUST BE
- TAKEN TO PROTECT CONSTRUCTION AND OTHER PERSONNEL. CLEANUP IS TO BE DONE ON A DAILY BASIS. ELECTRICAL CONTRACTOR TO REMOVE AND DISPOSE OF REFUSE FROM SITE.

15. COORDINATE EXACT PLACEMENT OF EQUIPMENT WITH ARCHITECTURAL PLANS, MAKE FIELD ADJUSTMENTS AS REQUIRED

- 14. ELECTRICAL CONTRACTOR TO VERIFY LIGHTING FIXTURE MOUNTING REQUIREMENTS FOR VARIOUS CEILING TYPES AND ORDER APPROPRIATE HARDWARE.
- TO AVOID CONFLICTS, VERIFY WITH OWNER. 16. ASBESTOS, 'TRANSITE' OR UNKNOWN MATERIAL ENCOUNTERED DURING THE CONSTRUCTION SUSPECTED TO BE
- ASBESTOS SHALL BE BROUGHT TO THE ATTENTION OF OWNER FOR DISPOSITION. STOP ALL WORK AND CONTACT OWNER IMMEDIATELY IN THIS EVENT.
- 17. THE DISPOSAL OF ALL UNUSED EXISTING ELECTRICAL EQUIPMENT REMOVED IS A PART OF THE SCOPE OF WORK. THE ELECTRICAL CONTRACTOR SHALL DISPOSE OF ALL SUCH EQUIPMENT, INCLUDING HAZARDOUS PCB CONTAINING BALLASTS, IN A MANNER CONSISTENT WITH STATE OF CT. DEPARTMENT OF ENVIRONMENTAL PROTECTION REGULATIONS,
- 18. PRIOR TO SUBMISSION OF BIDS GIVE WRITTEN NOTICE TO ARCHITECT AND ENGINEER OF ANY MATERIAL OR APPARATUS THAT IS INADEQUATE, UNSUITABLE FOR THE USE, IN VIOLATION OF LAWS, ORDINANCES, RULES, CODES OR ANY REGULATIONS OF AUTHORITIES HAVING JURISDICTION OR ANY NECESSARY ITEMS OF WORK THAT HAS BEEN OMITTED. CONTRACTOR AFFIRMS THAT ABSENT SUCH NOTICE, ALL SYSTEMS WILL FUNCTION SATISFACTORILY WITHOUT ADDITIONAL EXTRA COMPENSATION.
- 19. ALL PART NUMBERS ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THEY ARE NOT TO BE CONSIDERED THE COMPLETE SPECIFICATION OF THE PRODUCT. THE PART NUMBER AND DESCRIPTION WILL BE THE COMPLETE SPECIFICATION. IN THE EVENT OF A DISCREPANCY BETWEEN THE TWO, THE MORE STRINGENT, MORE COSTLY FEATURE/PERFORMANCE WILL BE REQUIRED.
- 20. PROVIDE DRAG LINES IN ALL EMPTY RACEWAYS.
- 21. PROVIDE AND/OR REUSE THE DIRECTORY OF EACH AND EVERY EXISTING PANELBOARD/LOAD CENTER AFFECTED BY
- 22. MINIMUM CONDUCTOR SIZE FOR A FULLY LOADED 20A CIRCUIT, UNLESS OTHERWISE NOTED, SHALL BE #12 FOR ALL BRANCH CIRCUIT RUNS UP TO THE FIRST OUTLET; OVER 60 FEET, #10; OVER 105 FEET, #8; INCREASE CONDUIT
- 23. ELECTRICAL CONTRACTOR TO VERIFY LOADS, SETTINGS, OVERCURRENT PROTECTION... ETC TO INSURE COMPATIBILITY OF
- 24. PROVIDE UNIT PRICING FOR ALL LIGHTING FIXTURES INCLUDING INSTALLATION.
- 25. PROVIDE UNIT PRICING TO PROVIDE NEW BRANCH CIRCUIT WIRING FOR LIGHTING. CIRCUITS REUSE EXISTING RACEWAYS.

	ELECTRICAL LEGEND
SYMBOL	DESCRIPTION
s	SINGLE POLE TOGGLE SWITCH
S _D	SINGLE POLE DIMMER SWITCH
S ₀	OCCUPANCY SENSOR SWITCH
	EXISTING PANELBOARD/LOAD CENTER
	CONDUIT AND WIRE
	CONDUIT AND WIRE, SWITCHED
-	HOMERUN TO PANELBOARD, NUMBERS/LETTERS INDICATE CIRCUIT AND PANELBOARD TERMINATION UNLESS OTHERWISE INDICATED.
0	JUNCTION BOX
<u>©</u> S	OCCUPANCY SENSOR

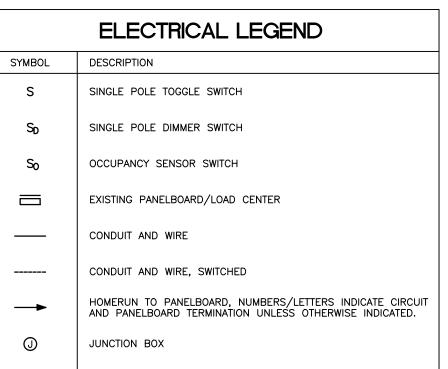
	ABBREVIATIONS
A	AMPERE
ADA	AMERICANS WITH DISABILITIES ACT
AFF	ABOVE FINISHED FLOOR
AWG	AMERICAN WIRE GAUGE
С	CONDUIT
CB	CIRCUIT BREAKER
CLG	MOUNTED IN CEILING
CKT	CIRCUIT
DWG	DRAWING
ELEC	ELECTRICAL
EM	EMERGENCY POWER CIRCUIT
ER	EXISTING TO REMAIN
FL	FLOOR
G 	GROUND FAULT CIRCUIT INTERUPTER
JB	JUNCTION BOX
LTG	LIGHTING
MTD	MOUNTED
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
P	POLE
ø DE	PHASE SYLETING
RE	RELOCATED EXISTING
RR	TO BE REMOVED AND RELOCATED UNLESS OTHERWISE NOTED
UON	
V W	VOLT WATT
WP	WEATHERPROOF



TYPICAL LOW-VOLTAGE SENSOR LIGHTING CONTROL SCHEMATIC

NOTES:

EXACT QUANTITY AND MODEL # OF DEVICES MAY DIFFER FROM THIS DETAIL. CONTRACTOR SHALL PROVIDE ACTUAL QUANTITY AND MODEL # REQUIRED. REFER TO LIGHTING FLOOR PLAN. COORDINATE LOW VOLTAGE CABLE TYPE, CABLE SIZE AND QUANTITY PER MANUFACTURER'S REQUIREMENTS; CLASS 2 CONDUCTORS PER NEC 725, AND PLENUM RATED.



PROJECT: SMOLT BUILDING NOVATIONS

CERTIFICATION:

CONSULTANT:

REVISIONS:

GREGG WIES &

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1 | 06-09-15 | ADDENDUM #2

ARCHITECTS, LLC

PROJECT NO: 122314AA
WORK ORDER NO: -

FILE NAME: G:\IES PROJECTS\2015 PROJECTS\TEAM PJP\15035 UCONN ACADEMIC BUILDINGS\CONTRACT DOCUMENTS\BEACH HALL\15035 BEACH HALL

AUTHOR: DJM/PJP

DRAFTER: MDM/PT SCALE: AS NOTED

PRINT DATE: 06-09-2015 SHEET TITLE:

LIGHTING NOTES, LEGEND & **ABBREVIATIONS**

SHEET:

ELECTRICAL SPECIFICATIONS

PART 1 - GENERAL PROVISIONS FOR ELECTRICAL WORK <u>REFERENCES</u>

THIS SECTION COVERS THE GENERAL REQUIREMENTS FOR ELECTRICAL WORK; EXAMINE ALL CONTRACT DRAWINGS AND ALL OTHER SECTIONS OF THE SPECIFICATIONS FOR ADDITIONAL WORK RELATED TO THE WORK OF THIS DIVISION. <u>DEFINITIONS</u>

'PROVIDE' - TO FURNISH, INSTALL AND CONNECT UP COMPLETE AND READY FOR SAFE AND REGULAR OPERATION OF PARTICULAR WORK REFERRED TO UNLESS, SPECIFICALLY

'INSTALL' — TO ERECT, MOUNT AND CONNECT COMPLETE WITH RELATED ACCESSORIES. 'WORK' — LABOR, MATERIALS, EQUIPMENT, APPARATUS, CONTROLS, ACCESSORIES AND OTHER ITEMS REQUIRED FOR PROPER AND COMPLETE INSTALLATION. 'WIRING' - RACEWAY, FITTINGS, WIRE, BOXES, MOUNTING HARDWARE AND RELATED ITEMS. 'CONCEALED' — EMBEDDED IN MASONRY OR OTHER CONSTRUCTION CAVITY, INSTALLED IN FURRED SPACES, WITHIN DOUBLE PARTITIONS OR HUNG CEILINGS.

'SIMILAR' OR 'EQUAL' - EQUAL MATERIALS, WEIGHT, SIZE, DESIGN AND EFFICIENCY OF

'CONTRACTOR' - THE ELECTRICAL CONTRACTOR.

'NOTED' - AS INDICATED ON THE DRAWINGS AND/OR SPECIFICATIONS.

THIS WORK SHALL CONSIST OF THE FURNISHINGS OF ALL LABOR, MATERIALS AND SERVICES REQUIRED COMPLETE, READY FOR CORRECT OPERATION FOR ALL ELECTRICAL WORK CALL FOR BY THE ACCOMPANYING DRAWINGS AND SPECIFICATIONS. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, STATE AND LOCAL

THE DATA INDICATED IN THESE DRAWINGS AND SPECIFICATIONS ARE AS EXACT AS COULD BE SECURED. BUT THEIR ABSOLUTE ACCURACY IS NOT GUARANTEED. DO NOT SCALE DRAWINGS. EXACT LOCATIONS, DISTANCES, LEVELS AND OTHER CONDITIONS WILL BI GOVERNED BY THE BUILDING. USE THE DRAWINGS AND SPECIFICATIONS FOR GUIDANCE AND SECURE THE ENGINEER'S APPROVAL OF CHANGES IN LOCATIONS. CIRCUITS, WHERE SHOWN ON AN ELECTRICAL DRAWINGS. ARE SO INDICATED PRIMARILY FOR THE PURPOSE OF INDICATING THE GENERAL CIRCUIT PLAN AND DO NOT NECESSARILY INDICATE THE EXACT LOCATION OF ROUTING OF THE RACEWAYS UNLESS SPECIFICALLY INDICATED. CIRCUIT SHALL BE RUN IN SUIT CONDITIONS CONSIDERING STRUCTURAL FEATURES, OTHER TRADES, CONSTRUCTION METHODS AND GOOD INSTALLATION PRACTICE.

BEFORE SUBMITTING A BID. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH ALL EXISTING CONDITIONS UNDER WHICH THE WORK AND WORK OF OTHER TRADES WILL BE INSTALLED. THIS CONTRACT INCLUDES ALL NECESSARY OFFSETS, TRANSITIONS, MODIFICATIONS AND RELOCATION REQUIRED TO INSTALL ALL NEW EQUIPMENT IN NEW OR EXISTING SPACES. CONTRACTOR SHALL INCLUDE ANY MODIFICATIONS REQUIRED IN EXISTING ELECTRICAL EQUIPMENT FOR INSTALLATION OF NEW ELECTRICAL EQUIPMENT AND NEW EQUIPMENT OF OTHER TRADES. (LIGHTING FIXTURES, DEVICES, CONDUIT WIRING, ETC.) ALL NEW AND EXISTING EQUIPMENT AND SYSTEMS SHALL BE FULLY OPFRATIONAL UNDER THIS CONTRACT BEFORE THE PROJECT IS CONSIDERED COMPLETE THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY ASSUMPTIONS THAT ARE MADE, ANY OMISSIONS OR ERRORS MADE AS A RESULT OF FAILURE TO VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH THE EXISTING CONDITIONS AND THE CONTRACT

DOCUMENTS OF ALL TRADES. CODES, REGULATIONS AND STANDARDS

ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING

STATE DEMOLITION CODE STATE BUILDING CODE

LOCAL BUILDING CODE IBC - INTERNATIONAL BUILDING CODE

NFPA - NATIONAL FIRE PROTECTION CODE ANSI – AMERICAN NATIONAL STANDARDS INSTITUTE ASTM - AMERICAN SOCIETY FOR TESTING AND MATERIALS

OSHA - OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION - UNDERWRITERS LABORATORIES NEPA 101 - LIFE SAFFTY CODE

NFPA 70 - NATIONAL ELECTRICAL CODE NFPA 72 - NATIONAL FIRE ALARM CODE

EPA - ENVIRONMENTAL PROTECTION AGENCY IEEE - INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS NEMA - NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION

IECC - INTERNATIONAL ENERGY CONSERVATION CODE

THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES, OBTAIN ALL PERMITS, PAY FOR ALL GOVERNMENT, STATE SALES TAXES AND APPLICABLE FEES, THE CONTRACTOR SHALL FILE ALL DRAWINGS, COMPLETE ALL DOCUMENTS AND OBTAIN ALL NECESSARY APPROVALS FROM THE PROPER AUTHORITY OR AGENCY HAVING JURISDICTION. OBTAIN ALL REQUIRED. CERTIFICATES OF INSPECTION COVERING WORK. THE CONTRACTOR SHALL SEE THAT ALL REQUIRED INSPECTIONS AND TESTS ARE MADE AND SHALL COOPERATE TO MAKE THESE TESTS AS THOROUGH AND AS READILY MADE AS POSSIBLE.

MATERIALS AND WORKMANSHIP

ALL MATERIALS AND APPARATUS REQUIRED FOR THE WORK, EXCEPT AS OTHERWISE SPECIFIED, SHALL BE NEW AND OF FIRST—CLASS QUALITY. IT SHALL BE FURNISHED, DELIVERED, ERECTED, CONNECTED, FINISHED IN EVERY DETAIL AND SO SELECTED AND ARRANGED AS TO FIT PROPERLY INTO THE BUILDING SPACES. WHERE NO SPECIFIC KIND OR QUALITY MATERIAL IS GIVEN, A FIRST-CLASS STANDARD ARTICLE AS ACCEPTED BY THE ENGINEER SHALL BE FURNISHED.

ALL EQUIPMENT AND MATERIALS SHALL BE SPECIFICATION GRADE AND BEAR THE UNDERWRITER'S LABEL. NO SUBSTITUTE OR ALTERNATE EQUIPMENT, MATERIAL, ETC. WILL BE CONSIDERED FOR THIS PROJECT.

ALL WORK SHALL BE OF A QUALITY CONSISTENT WITH GOOD TRADE PRACTICE AND SHALL BE INSTALLED IN A NEAT, WORKMANLIKE MANNER. THE ENGINEER/OWNER RESERVES THE RIGHT TO REJECT ANY WORK WHICH, IN HIS OPINION, HAS BEEN INSTALLED IN A SUBSTANDARD. DANGEROUS OR IN A UNSERVICEABLE MANNER. THE CONTRACTOR SHALL REPLACE REJECTED WORK IN A SATISFACTORY MANNER AT NO EXTRA COST TO THE

GUARANTEES

ALL WORKMANSHIP AND MATERIALS SHALL BE FULLY GUARANTEED FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE OF THE ENTIRE INSTALLATION COVERED BY THIS CONTRACT. SHOULD ANY DEFECTS OCCUR DURING THE GUARANTEED PERIOD, THE CONTRACTOR SHALL REPAIR AND/OR REPLACE ALL DEFECTIVE EQUIPMENT, MATERIAL AND/OR WORK AT NO EXTRA CHARGE TO THE OWNER.

MAINTAIN, AT THE JOB SITE, A SET OF ELECTRICAL DRAWINGS INDICATING ALL CHANGES IN LOCATION AND CIRCUITING OF THE EQUIPMENT, PANELS, DEVICES, ETC. FROM THE ORIGINAL AYOUT. CLEARLY MARK IN RED ALL CHANGES ON THE DRAWINGS. AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL TURN OVER THE RECORD DRAWINGS TO THE ENGINEER/OWNER.

COORDINATION

ALL WORK SHALL BE COORDINATED AND CARRIED OUT IN CONJUNCTION WITH ALL TRADES AND FULL COORDINATION DRAWINGS SHALL BE CREATED IN ORDER THAT ALL WORK MAY PROCEED WITH A MINIMUM OF DELAY AND INTERFERENCE. SHOP DRAWINGS

SUBMIT EIGHT (8) COPIES FOR REVIEW, DETAILED SHOP DRAWINGS OF ALL EQUIPMENT AND MATERIAL SPECIFIED. THE CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS PRIOR TO SUBMISSION TO THE ENGINEER FOR REVIEW. NO MATERIAL OR EQUIPMENT MAY BE DELIVERED TO THE JOB SITE OR INSTALLED UNTIL CONTRACTOR HAS IN THEIR POSSESSION, APPROVED SHOP DRAWINGS FOR THE PARTICULAR MATERIAL OR EQUIPMENT. SHOP DRAWINGS SHALL BE SPECIFIC WITH ITEMS SUBMITTED FOR APPROVAL CLEARLY IDENTIFIED.

THE FOLLOWING IS A LIST OF ELECTRICAL ITEMS THAT MUST BE SUBMITTED FOR REVIEW:

. CONDUIT, WIRE AND CABIF c. DEVICES (TOGGLE SWITCHES, ETC.)

OPERATING INSTRUCTIONS

THE CONTRACTOR SHALL FURNISH TO THE ENGINEER, FOUR (4) COMPLETE BOUND SETS OF TYPEWRITTEN OR BLUEPRINTED INSTRUCTIONS FOR OPERATING AND MAINTAINING ALL SYSTEMS AND FOLIPMENT INCLUDED IN THIS DIVISION MANUFACTURER'S ADVERTISING LITERATURE OR CATALOGS WILL NOT BE ACCEPTABLE FOR OPERATING AND MAINTENANCE

THE CONTRACTOR, IN THE ABOVE-MENTIONED INSTRUCTIONS, SHALL INCLUDE THE MAINTENANCE SCHEDULE FOR THE PRINCIPAL ITEMS OF EQUIPMENT FURNISHED UNDER

AN AUTHORIZED MANUFACTURER'S REPRESENTATIVE SHALL ATTEST IN WRITING THAT HIS EQUIPMENT HAS BEEN PROPERLY INSTALLED PRIOR TO STARTUP. THESE LETTERS WILL BE BOUND INTO OPERATING AND MAINTENANCE BOOKS.

PROPERLY AND COMPLETELY PROTECT AGAINST ALL DAMAGE, ALL APPARATUS, EQUIPMENT, ETC., INCLUDED IN THIS CONTRACT. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY DAMAGE TO FURNISHED APPARATUS, EQUIPMENT, ETC., UNTIL FINAL ACCEPTANCE.

THE CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY AND/OR REQUIRED TO PROTECT OWNER'S PROPERTY WITHIN THE WORKING AREAS FROM DUST, DEBRIS AND OTHER MATTER GENERATED BY THE WORK. NO WORK SHALL COMMENCÉ IN AREAS WHERE PROTECTION IS REQUIRED UNTIL APPROVAL HAS BEEN GIVEN TO THE CONTRACTOR BY THE

MANUFACTURER'S INSTRUCTION

INSTALL ALL EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS OR REQUIREMENTS FOR PROPER OPERATION AND MAINTENANCE.

EQUIPMENT PAINTING AND CLEANING

THOROUGHLY CLEAN ALL ELECTRICAL EQUIPMENT DEVICES AND ENCLOSURES UPON COMPLETION OF ALL WORK. REPAINT ANY EQUIPMENT WHOSE FINISH IS DAMAGED OR RUSTED. MATCH MANUFACTURER'S ORIGINAL FINISH. DEMOLITION/REMOVAL AND RECONNECTION

BEFORE SUBMITTING A BID, THE CONTRACTOR SHALL VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH ALL EXISTING CONDITIONS UNDER WHICH HIS WORK WILL BE

ALL EXISTING ACTIVE CIRCUITS WHICH FEED EQUIPMENT OR DEVICES THAT ARE TO REMAIN, SHALL BE MAINTAINED IN SERVICE AND SHALL BE PERMANENTLY REFED.

ALL ITEMS BEING REMOVED SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AND REMOVED FROM THE SITE UNLESS OTHERWISE INDICATED. EQUIPMENT AND DEVICES THE OWNER DOES NOT WISH TO RETAIN SHALL BECOME THE PROPERTY OF THIS CONTRACTOR

ALL MATERIAL CHOSEN TO BE RETAINED BY THE OWNER SHALL BE DELIVERED BY THE CONTRACTOR TO SUCH POINT AS DESIGNATED BY THE OWNER.

MATERIAL TO BE REUSED SHALL BE CAREFULLY REMOVED AND STORED AND SHALL REINSTALLED IN AS-FOUND CONDITION EXCEPT AS OTHERWISE INDICATED ON THE PLANS. DAMAGE OR LOSS OF MATERIAL TO BE REUSED SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE REPAIRED OR REPLACED WITH THE EQUIVALENT MATERIAL ACCEPTABLE BY THE OWNER.

DISCONNECT AND REMOVE ALL EXISTING ELECTRICAL WORK IN CONTRACT AREA AS INDICATED ON DRAWINGS.

ALL WIRING AND CABLING SHALL BE REMOVED BACK TO ORIGINATION PANEL, UNLESS

CONTRACTOR SHALL KEEP PREMISES FREE FROM ACCUMULATION OF WASTE MATERIAL AND RUBBISH, AND AT COMPLETION OF WORK DAY, SHALL REMOVE ALL RUBBISH AND IMPLEMENTS TO A DESIGNATED LOCATION, IF AVAILABLE, LEAVING WORK AREAS BROOM CLEAN. UNUSED OUTLET BOXES AND PLASTER RINGS SHALL BE PROVIDED WITH BLANK COVER PLATES AND MATCH DEVICE PLATES WITHIN THE ROOM.

ALL PENETRATIONS SHALL BE SEALED WITH 3M INTUMESCENT FIRE BARRIER PENETRATION SEALANT, APPLIED PER MANUFACTURER'S AND U.L. GUIDELINES.

CUTTING, PATCHING, REPAIRING AND PAINTING THE GENERAL CONTRACTOR SHALL PERFORM ALL CUTTING, PATCHING, REPAIRING AND PAINTING FOR ALL ELECTRICAL ITEMS AND EQUIPMENT CALLED FOR UNDER THIS CONTRACT.

FIRE STOPS AND SEALS PENETRATIONS THROUGH FIRE-RATED WALLS, CEILING OR FLOORS IN WHICH CABLES OR CONDUITS PASS SHALL BE FILLED SOLIDLY BY U.L. APPROVED FIRE—STOP MATERIALS, CLASSIFIED FOR AN HOUR RATING EQUAL TO THE FIRE RATING OF THE WALL, CEILING OF

FLOOR. PROVIDE TO 3M BRAND FIRE BARRIER CP25WB CAULK OR APPROVED EQUIVALENT. SEALING BUSHINGS SHALL BE USED ON CONDUIT AND CABLE ENDS TO EFFECTIVELY PREVENT THE INTRUSION OF WATER, A DAMP OR CORROSIVE ATMOSPHERE, DRAFT OR

PART 2 - PRODUCTS

ALL MATERIALS AND EQUIPMENT PROVIDED UNDER THIS SECTION SHALL BE NEW, FIRST GRADE, BEST OF THEIR RESPECTIVE KINDS AND IN NO WAY SHALL THEY BE LESS THAN THE QUALITY AND INTENT SET FOURTH UNDER THIS SECTION. THEY SHALL MEET THE REQUIREMENTS OF ALL STANDARDS SET UP TO GOVERN THE MANUFACTURER OF ELECTRICAL MATERIALS AND COMPLY WITH ALL APPLICABLE CODES AND STANDARDS.

CONDUCTORS SHALL BE U.L. LISTED, 600 VOLTS, 90 DEG. C., SINGLE CONDUCTOR TYPE THWN/THHN. 98% CONDUCTIVITY, ANNEALED UNCOATED COPPER WITH PVC INSULATION COVERED WITH NYLON SHEATH JACKET. TESTED IN ACCORDANCE WITH THE REQUIREMENTS OF UNDERWRITERS LABORATORIES STANDARD 83. WIRE SHALL BE IDENTIFIED BY SURFACE MARKING INDICATING MANUFACTURER'S IDENTIFICATION CONDUCTOR SIZE AND METAL VOLTAGE RATING, U.L. SYMBOL AND TYPE DESIGNATION. CONDUCTORS SHALL BE STRANDED. MINIMUM SIZE SHALL BE #12 AWG UNLESS OTHERWISE INDICATED. MANUFACTURED BY ROME CABLE, TRIANGLE WIRE & CABLE, GENERAL CABLE OR ESSEX WIRE & CABLE.

ELECTRIC METALLIC TUBING (EMT)

ELECTRICAL METALLIC TUBING SHALL BE GALVANIZED THIN WALL STEEL CONDUIT. MANUFACTURED BY TRIANGLE WIRE AND CABLE, ALLIED TUBE AND CONDUIT, REPUBLIC OR STEELDUCT. THE CONNECTORS AND COUPLINGS SHALL BE HEAVY DUTY, STEEL-ZINC PLATED, SET SCREW TYPE.

METAL CLAD CABLE (MC)

METAL CLAD CABLE SHALL BE INTERLOCKING GALVANIZED STEEL ARMOR CONSTRUCTION. COLOR CODED THERMOPLASTIC/NYLON INSULATION THHN, 90 DEGREE C., 600 VOLTS, COPPER CONDUCTORS AND INTERNAL INSULATED EQUIPMENT COPPER GROUND CONDUCTOR. MARKER TAPE AND CABLE TAPE OVER MINIMUM SIZE #12 AWG UNLESS OTHERWISE INDICATED. MANUFACTURED BY AMERICAN FLEXIBLE CONDUIT, TRIANGLE WIRE AND CABLE, GENERAL CABLE OR STANDARD CABLE.

CONDUIT BODIES FOR ELECTRICAL METALLIC TUBING (EMT) SHALL BE CAST ALUMINUM-ALUMINUM ENAMEL FINISH WITH SET SCREW HUBS AND ALUMINUM COVER. INSULATION BUSHINGS SHALL BE HIGH IMPACT THERMOPLASTIC PHENOLIC WITH 150 DEG. C. UL TEMPERATURE RATING.

INSULATED GROUNDING BUSHINGS SHALL BE MALLEABLE IRON ZINC PLATED WITH MOLDED ON PHENOLIC INSULATION AND LAY-IN GROUNDING LUG. CONDUIT LOCKNUTS SHALL BE HEAVY NUT STOCK STEEL-ZINC PLATED.

OFFSET NIPPLES SHALL BE MALLEABLE IRON ZINC PLATED WITH RIGID CONDUIT THREADING

CONNECTORS AND COUPLINGS FOR ELECTRICAL METALLIC TUBING (EMT) SHALL BE HEAVY STEEL-ZINC PLATED WITH PRE-SET/PRE-SHAKED SET SCREWS. CONDUIT STRAPS SHALL BE SNAP-TYPE, DOUBLE RIBBED STEEL-ZINC PLATED.

METAL CLAD CABLE AND FLEXIBLE METALLIC CONDUIT CONNECTORS SHALL BE MALLEABLE IRON-ZINC PLATED, MALE HUB THREADS WITH LOCKNUT. CONDUIT FITTINGS SHALL BE MANUFACTURED BY O/Z GEDNEY, CROUSE-HINDS OR

SUPPORT FITTINGS SUPPORT CHANNEL SHALL BE ROLL-FORMED #12 GAUGE STEEL, SOLID BASE OR BOLT HOLE BASE - HOT DIP GALVANIZED FINISH. CÖMPLETE WITH ANGLE FITTINGS, SPRING NUTS, CONDUIT SUPPORTS, 3/8" OR 1/2" THREADED RODS (SIZE REQUIRED FOR LOAD),

CABLE TIES SHALL BE FABRICATED OF ONE—PIECE HALLAR WITH NO METAL PARTS. MANUFACTURED BY BURNDY, T&B, PANDUIT OR BLACKBURN.

CONDUCTOR INSULATION. MANUFACTURED BY STEEL CITY OR RACO.

OUTLET BOXES SHALL BE GALVANIZED STEEL FLUSH OR SURFACE MOUNTED AND OF PROPER TYPE AND SIZE AS REQUIRED FOR THE PARTICULAR APPLICATION. SIZE AND TYPE DICTATED BY THE NUMBER OF DEVICES. NUMBER OF CONDUCTORS AND WIRING METHOD UTILIZED. BOXES SHALL BE ADEQUATE SIZE FOR THE INSTALLATION OF CONDUCTORS WITHOUT EXCESSIVE BENDING OR CRIMPING OF THE CONDUCTORS AND DAMAGING OF

OUTLET BOXES SHALL BE SECURED FIRMLY IN PLACE TO THE BUILDING STRUCTURE AND SET TRUE AND SQUARE. PROVIDE SUITABLE MEANS TO SUPPORT OUTLET BOX TO TAKE THE WEIGHT OF THE LIGHTING FIXTURE OR DEVICE. OUTLET BOXED OR BOX EXTENSION RINGS SHALL BE SET FLUSH TO THE FINISHED WALL OR CEILING. BOXES MUST BE ATTACHED THAT THEY WILL NOT 'ROCK'. 'SHIFT' OR 'MOVE IN AND OUT' WHEN DEVICES ARE USED. IN NO CASE SHALL BOXES BE INSTALLED BACK-TO-BACK IN A COMMON WALL

WHERE MORE THAN ONE OUTLET IS SHOWN OR SPECIFIED TO BE THE SAME ELEVATION OR ONE ABOVE THE OTHER, ALIGN THEM EXACTLY ON CENTER LINES HORIZONTALLY OR

MULTIPLE SWITCHES SHOWN AT ONE LOCATION SHALL BE INSTALLED GANGED TOGETHER UNDER ONE WALL PLATE. SWITCHES SHALL BE ARRANGED IN AN ORDER APPROPRIATE TO THE LOCATIONS OF LIGHTING FIXTURE BEING CONTROLLED. JUNCTION BOXES, PULLBOXES AND WIREWAYS

JUNCTION BOXES, PULLBOXES AND WIREWAYS SHALL BE OF PROPER TYPE AND SIZES AS REQUIRED. CODE GAUGE, GALVANIZED STEEL WITH KNOCKOUTS AND FLANGES TO RECEIVE THE COVERS. COVERS SHALL BE FLAT, OF THE SAME MATERIAL AS THE BOX AND FASTENED TO THE BOX WITH MACHINE SCREWS. MANUFACTURED BY HOFFMAN, SQUARE 'D', OR LEE PRODUCTS.

WIRING DEVICES ALL DEVICES SHALL BE COMMERCIAL SPECIFICATION GRADE, U.L. LISTED, SELF-GROUNDING, GROUND LUG, SIDE/BACK WIRED. COLOR SHALL BE SELECTED BY ARCHITECT OR OWNER UNLESS OTHERWISE INDICATED. MANUFACTURED BY HUBBELL, LEVITON, OR PASS &

DEVICES COLOR SHALL BE SELECTED BY ARCHITECT OR OWNER UNLESS OTHERWISE INDICATED FOR NORMAL POWER CIRCUITS AND RED FOR EMERGENCY POWER CIRCUITS. RECEPTACLES THAT HAVE A POWER FEED THRU (FEED IN - FEED OUT) ARRANGEMENT SHALL BE PIGTAILED. FEED THRU FEATURE ON DUPLEX RECEPTACLES USE IS NOT

SWITCHES: 20A 120/277V <u>HUBBELL</u> <u>LEVITON</u> PASS & SEYMOUR SINGLE POLE SWITCH CSB1-20 CSB20AC CSB420 CSB4-20 FOUR-WAY SWITCH CSB20AC4 HBL1221L

NYLON IN FURNISHED AREAS. COLOR TO MATCH DEVICES. MANUFACTURED BY HUBBELL OR WALL PLATES FOR SWITCHES SHALL HAVE PANELBOARD AND CIRCUIT DESIGNATION ENGRAVED AT TOP OF PLATE. WALL PLATES FOR SWITCHES AND RECEPTACLES SHALL BE STAINLESS STEEL 302/304. MANUFACTURED BY HUBBELL OR LEVITON. NYLON PLATES ARE

WALL PLATES FOR SWITCHES AND RECEPTACLES SHALL BE SMOOTH THERMOPLASTIC OR

OCCUPANCY SENSORS

OCCUPANCY SENSOR SWITCHES SHALL BE RATED FOR 120/277 VOLT AND BE CAPABLE OF SWITCHING ZERO TO 600 WANS OF ELECTRONIC BALLAST LOADS WITH TIME DELAY SETTINGS FROM 30 SECONDS TO 20 MINUTES. SENSOR SWITCHING RELAY SHALL BE TV-5 RATED OR HIGHER. MANUFACTURED BY SENSOR SWITCH, INC., WATT-STOPPER OR HUBBELL. COLOR SELECTED BY ARCHITECT.

	<u>HUBBELL</u>	SENSOR SWITCH, INC.	WATT-STOPPER
LL SWITCH RGE AREA WALL SWITCH LING MOUNTED SENSOR LAY	ADT1277I WS1277 ADT1000C CU300A	WSD-PDT LWS-PDT CMPDT10	DW-100 DT-300

<u>LIGHTING FIXTURES</u>

FURNISH AND INSTALL ALL LIGHTING FIXTURES AS SPECIFIED ON THE SCHEDULES, COMPLETE WITH ALL ACCESSORIES, LOUVERS, LAMPS AND MOUNTING HARDWARE. FIXTURES SHOWN ARE MARKED AS TYPE A, B, C, ETC. PROVIDE LAMPS FOR ALL FIXTURES OF WATTAGES AND TYPES INDICATED. FLUORESCENT BALLASTS SHALL BE HIGH POWER FACTOR, LOW HARMONIC, RAPID START ELECTRONIC. MANUFACTURED BY ADVANCE 'MARKY'. FLUORESCENT LAMPS SHALL BE RAPID START TYPE WITH MINIMUM TEMPERATURE RATING OF 3500K, UNLESS OTHERWISE INDICATED. MANUFACTURED BY GENERAL ELECTRIC OR

CLEAN AND REMOVE ALL PAINT, STICKERS, DIRT, SMUDGES AND FINGERPRINTS FROM LIGHTING FIXTURES AFTER FINAL BUILDING CLEAN-UP. LAY-IN TROFFERS AND PENDANT LIGHT FIXTURES SHALL HAVE A 12 GAUGE SAFETY WIRE FASTENED FROM BUILDING STRUCTURE TO ALL FIXTURE CORNERS.

RECESSED DOWNLIGHTS SHALL BE SUPPORTED TO THE BUILDING STRUCTURE USING CHANNEL AND BAR HANGERS. A 12-GAUGE SAFETY WIRE SHALL BE FASTENED FROM BUILDING STRUCTURE TO FIXTURE AT TWO LOCATIONS OPPOSITE FROM EACH OTHER.

EMERGENCY LIGHTING AND EXIT LIGHTING SYSTEM

WIRING IN DRY LOCATIONS AS FOLLOWS:

FURNISH AND INSTALL WHERE SHOWN ON PLANS, A SYSTEM OF UNITS SO ARRANGED THAT IN CASE OF POWER FAILURE, THESE LIGHTS WILL AUTOMATICALLY ILLUMINATE THE EGREES AND EXIT AREAS. UNIT SHALL BE U.L. LISTED AND SHALL MEET THE REQUIREMENTS OF THE N.E.C., N.F.P.A. 101 LIFE SAFETY CODE. CONNECT EMERGENCY LIGHTING AND EXIT SIGNAGE TO LOCAL LIGHTING BRANCH CIRCUIT AHEAD OF SWITCHING DEVICE (CONSTANT POWER).

PART 3 - EXECUTION <u>INSTALLATION</u>

ALL WORK. MATERIALS AND MANNER OF INSTALLING SAME SHALL BE IN STRICT ACCORDANCE WITH THE LATEST REQUIREMENTS OF THE NATIONAL ELECTRIC CODE.

ALL CONDUIT AND WIRING SHALL BE INSTALLED CONCEALED UNLESS OTHERWISE NOTED. WIRING IN UNFINISHED AREAS SHALL BE INSTALLED EXPOSED USING EMT OR RGS CONDUIT. WIRING IN FINISHED AREAS SHALL BE INSTALLED IN WIREMOLD RACEWAY.

RACEWAYS, ENCLOSURES AND BOXES SHALL BE MECHANICALLY JOINED TO FORM A CONTINUOUS ELECTRICAL PATH.

THE CONTRACTOR SHALL PROVIDE APPROVED TYPE PULL BOXES AS REQUIRED. MINIMUM SIZE CONDUIT SHALL BE 3/4" UNLESS OTHERWISE NOTED. FURNISH NYLON PULL STRINGS IN ALL EMPTY CONDUIT RUNS.

BOXES, PANELS, PULL BOXES, CONDUIT STUBS, ETC. ELECTRICAL METALLIC TUBING (EMT) SHALL BE USED FOR CONCEALED AND EXPOSED

FURNISH LOCKNUTS AND BUSHINGS FOR ALL CONDUIT TERMINATIONS IN ALL OUTLET

1. INTERIOR LIGHTING, RECEPTACLE AND POWER BRANCH CIRCUIT WIRING ALL CONDUIT SHALL BE INSTALLED IN PARALLEL AND PERPENDICULAR TO THE BUILDING

ALL CONDUIT SHALL BE SUPPORTED USING CADMIUM PLATED CONDUIT STRAPS AND

SEPARATE CONDUIT SYSTEMS SHALL BE INSTALLED FOR NORMAL AND EMERGENCY POWER.

PROVIDE WIRING TO ALL OUTLETS, EQUIPMENT, APPARATUS AND OTHER SPECIALTIES UNDER THIS DIVISION THAT WHICH FURNISHED OR PROVIDED UNDER OTHER DIVISIONS OR BY THE

THE TERM 'WIRING' SHALL BE CONSIDERED TO BE COMPRISED OF THE CONDUIT, CONDUCTORS, CONNECTIONS, ETC.

ALL WIRING ON DRAWINGS IS SIZED FOR TYPE THWN/THHN COPPER CONDUCTORS. MINIMUM SIZE WIRE SHALL BE #12 UNLESS OTHERWISE INDICATED. ALL WIRING SHALL BE COLOR CODED.

EXERCISE CAUTION IN PULLING CONDUCTORS INTO RACEWAYS SO AS NOT TO DAMAGE THE INSULATION. CABLE PULLING LUBRICANT SHALL BE USED TO ASSIST IN PULLING. CONDUCTOR WITHIN PANELBOARDS, JUNCTION BOXES, TROUGHS AND OTHER EQUIPMENT

AND TIED WITH CABLE TIES. CIRCUITS SHALL BE SO CONNECTED TO THE PANELBOARDS THAT THE TOTAL LOAD IS DISTRIBUTED AS NEATLY AS POSSIBLE, EQUALLY BETWEEN EACH LINE AND NEUTRAL. 10%

WHERE CONCENTRATIONS OF CONDUCTORS ARE ENCLOSED, SHALL BE NEATLY ARRANGED

WILL BE CONSIDERED A REASONABLE AND ALLOWABLE UNBALANCE BRANCH CIRCUIT WIRING FOR SWITCHES, RECEPTACLES, DEVICES AND LIGHTING IN DRYWALL CONSTRUCTION AND ACCESSIBLE HUNG CEILING SPACE, HOME-RUN CIRCUIT SHALL BE INSTALLED WITHIN EMT RACEWAY, BRANCH WIRING WITHIN PARTITIONS SHALL BE IN METAL SHEATHED 'MC' TYPE CABLE. CABLE SHALL BE SUPPORTED FROM STRUCTURE 4" O.C. WITH APPROVED CABLE SUPPORTS. PROVIDE APPROPRIATE GROMMETS FOR HORIZONTAL RUNS IN METAL STUD PARTITIONS. CABLE SHALL NOT LAY ON CEILING STRUCTURE OR TILES.

PROVIDE ANTI-SHORT BUSHINGS (RED HEAD) UNDER ARMOR JACKET AT TERMINATIONS COMMON NEUTRAL FOR MULTIPLE BRANCH CIRCUITS IS NOT ACCEPTABLE. PROVIDE

SEPARATE NEUTRAL FOR EACH BRANCH CIRCUIT WIRING IN OUTLET BOXES, JUNCTION BOXES, CABINET PANELBOARDS OR EQUIPMENT SHALL HAVE A MINIMUM OF EIGHT (8") INCHES LENGTH LEADS FOR CONNECTING WIRING DEVICES TO MAKE UP CIRCUIT SPLICÈS.

PROVIDE FLEXIBLE METAL CONDUIT FOR DRY TYPE TRANSFORMER CONNECTIONS. LENGTH OF FLEXIBLE METAL CONDUIT DO NOT EXCEED THREE FEET (3'). INSTALL COPPER GREEN INSULATED GROUNDING CONDUCTOR IN ALL CONDUITS AND

<u>SPLICING</u> SPLICING SHALL BE DONE WITH INSULATED OR NON-INSULATED CONNECTORS OF APPROPRIATE TYPES AND CURRENT-CARRYING CAPACITY, NON-INSUALTED CONNECTORS SHALL BE WRAPPED WITH INSULATING TAPE TO THE THICKNESS OF THE INSULATION OF THE CONDUCTORS BEING SPLICED. ELECTRICAL TAPE SHALL BE 3M OR SUPER 88 SCOTCH

SPLICES FOR CONDUCTORS, SIZES #10 AWG OR SMALLER SHALL BE MADE WITH U.L. LISTED SPRING-TYPE CONNECTORS OR APPROPRIATE CURRENT CARRYING CAPACITY.

VINYL FLAME-RETARDANT . COLD AND WEATHER RESISTANT.

SPLICES, TAPS AND TERMINALS FOR CONDUCTORS #8 AWG OR LARGER SHALL BE MADE WITH U.L. LISTED BOLTED PRESSURE CONNECTORS OF BRONZE OR COPPER CONSTRUCTION, OF APPROPRIATE CURRENT CARRYING CAPACITY. EQUAL TO O/Z GEDENY, BURNDY OR BLACKBURN.

CONDUCTOR IDENTIFICATION

PHASE A

PHASE I

PHASE (

CONDUCTORS #8 AWG AND SMALLER SHALL HAVE A COLOR-CODED INSULATION.

CONDUCTORS #6 AWG AND LARGER SHALL BE IDENTIFIED WITH TAPES APPLIED NEAR THE ENDS OF THE CONDUCTORS. FEEDERS AND BRANCH CIRCUIT CONDUCTORS SHALL BE IDENTIFIED FOR PHASE ROTATION.

208/120V/3PH



ALL FEEDERS, MAINS AND BRANCH CIRCUIT CONDUCTORS SHALL BE TAGGED AT BOTH ENDS WITH WIRE MARKERS IN ALL PANELS, MOTOR CONTROLS, JUNCTION BOXES, OUTLET BOXES AND DEVICE BOXES.

FURNISH AND INSTALL NAMEPLATES FOR ALL ELECTRICAL EQUIPMENT, IDENTIFYING ITEMS BY NAME, FUNCTION AND/OR CONTROL. DENTIFYING NAMEPLATES SHALL BE LAMINATED, PLASTIC TYPE, CONSISTING OF TWO BLACK

PLASTIC SHEETS WITH ONE WHITE PLASTIC SHEET BONDED TO AND BETWEEN THE TWO OUTER BLACK SHEETS AND HAVING THE LETTERS ENGRAVED IN ONE BLACK TO THE DEPTH THE WHITE PLASTIC. FASTEN NAMEPLATES TO EQUIPMENT WITH SUITABLE ADHESIVES OR STAINLESS STEEL SCREWS.

ALL PANELS SHALL HAVE TYPEWRITTEN CIRCUIT DIRECTORIES IDENTIFYING ALL BRANCH CIRCUITS. PROVIDE ADDITIONAL COPY OF COMPLETE UPDATED PANEL DIRECTORY TO FACILITY ENGINEERING.

USE PLASTIC-COATED WIRE MARKERS OF THE SELF-ADHESIVE. WRAPAROUND TYPE WITH PERMANENT FACTORY-PRINTED NUMBER, LETTERS AND SYMBOLS. WIRE MARKERS SHALL BE SECURELY ATTACHED AT BOTH ENDS, IDENTIFYING PANEL AND CIRCUIT BREAKER NUMBERS. ALL CONDUCTORS SHALL BE PERMANENTLY TAGGED AT TIME OF INSTALLATION. LABELS

ALL ELECTRICAL WORK SHALL BE GROUNDED AND BONDED IN FULL CONFORMANCE WITH THE LATEST APPROVED EDITION OF THE NATIONAL ELECTRICAL CODE AND LOCAL

ALL ELECTRICAL EQUIPMENT, TRANSFORMERS, PANELBOARD ENCLOSURES, MOTOR FRAMES, SAFETY SWITCHES, METAL ENCLOSURES, ELECTRICAL DEVICE CLOSURES AND ALL OTHER EQUIPMENT SHALL BE MADE TO FORM A CONTINUOUS CONDUCTING, GROUND PATH OF LOW IMPEDANCE FOR GROUND FAULT CIRCUITS AND OPERATION OF THE CIRCUIT PROTECTIVE DEVICES WITHIN EACH CIRCUIT.

PROVIDE GROUNDING CONDUCTOR IN ALL RACEWAYS.

SHALL BE EQUAL TO T&B, PANDUIT OR IDEAL.

GROUND CONNECTIONS WITH THE GROUNDING CONDUCTORS SHALL BE MADE AT EACH OUTLET BOX, LIGHTING FIXTURE, MOTOR AND OTHER EQUIPMENT COMPONENTS BY MEANS OF A POSITIVELY SECURED GROUNDING CLAMP. SCREW OR CLIP. CONNECTIONS TO GROUNDING RODS, OTHER GROUNDING ELECTRODE CONDUCTORS SHALL BE MADE WITH ADWELL TYPE, EXOTHEMIC WELD PROCESS UNLESS OTHERWISE NOTED. CONNECTIONS TO PIPES SHALL BE MADE WITH APPROVED BRONZE OR BRASS CLAMPS.

BONDING SHALL BE PROVIDED TO ASSURE ELECTRICAL CONTINUITY AND THE CAPACITY TO SAFELY CONDUCT ANY FAULT CURRENT LIKELY TO BE IMPOSED.

ALL DEVICES, SHALL BE GROUNDED TO CONDUIT SYSTEM WITH SIX (6") INCH SOLID COPPER #12 AWG INSULATED WIRE (GREEN) CONNECTED TO GROUND SCREW IN DEVICE AND FASTENED TO BACKBOX WITH 10-32x3/8" SLOTTED HEXAGON HEAD WASHER FACE GROUND WITH GREEN DYE FINISH. END OF ELECTRICAL SPECIFICATIONS



CONSULTANT:

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REVISIONS: 1 | 06-09-15 | ADDENDUM #2



| PROJECT:

PROJECT NO: 122314AA

G:\IES PROJECTS\2015 PROJECTS\TEAM PJP\15035 UCONN ACADEMIC BUILDINGS\CONTRACT DOCUMENTS\BEACH HALL\15035 BEACH HALL

IWORK ORDER NO:

FILE NAME:

IAUTHOR: DIM/PIP DRAFTER: MDM/PT SCALE: AS NOTED

> SHEET TITLE: LIGHTING

SPECIFICATIONS

PRINT DATE: 06-09-2015

SHEET:

STATE OF CONNECTICUT UNIVERSITY OF CONNECTICUT

VARIOUS LOCATIONS STORRS, CT 06269

ACADEMIC BUILDINGS RENOVATIONS

PROJECT NO. 122314AA

FINISH PACKETS & LIGHTING CUT SHEETS

ARCHITECTS

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05 JUNE 2015

BEACH HALL Corridors (typ.)









*photos of existing conditions

Notes:

Flat White Ceiling paint (ceiling , conduit @ ceiling)
Touch up sand/stain wood doors as needed
Paint ceiling grids white (where specified)
Paint conduit (based on location) to match either ceiling or walls

Р1

BM White Dove OC-17 walls

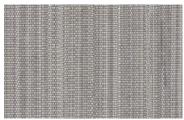
P2

BM Cameo White PM-25 trim, painted doors



Р3

BM Kendall Charcoal HC-166 accent walls



V5 Gerfloor Saga 2 20x20" Barma Sweet 0021



B1 Johnsonite Wall Base 168 Thunder



T3, T4
Armstrong Optima
Tegular Ceiling tile
in specified locations

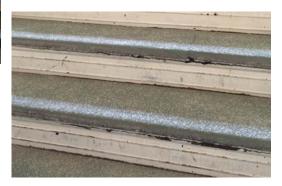
Main Stairwells

S1A, S1B, S1C, S1D, S2A, S2B, S2E, S2D, S3A, S3C, S3B, S4A, S4B, S4D









*photos of existing conditions

Notes:

Flat White Ceiling paint (ceiling , conduit @ ceiling) Touch up sand/stain handrail as needed



BM White Dove OC-17 walls



BM Cameo White PM-25 trim, painted doors



P3, P8

BM Kendall Charcoal HC-166 stringer, balustrade & underside, accent walls



V₃

Mannington ColorSpec Sand Dollar 869 landings



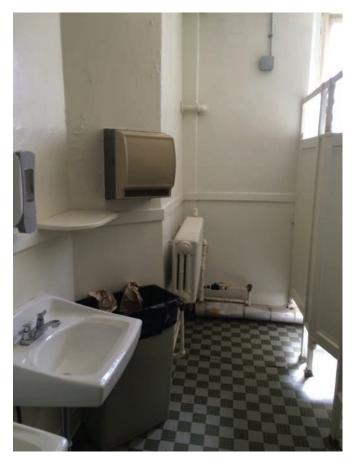


ST1

Mannington ConnectStep Sculptured Tread/Riser Combo (no VI strip) Sand Dollar 869

Restrooms

RR1A, RR1C, RR2A, RR2B, RR3A, RR3B, RR4A, RR4B





*photos of existing conditions

Notes:

Flat White Ceiling Paint Ceiling , Conduit @ ceiling Clean tile floors and base

Paint conduit (based on location) to match either wall color or accent

Р1

BM White Dove OC-17 walls

P2

BM Cameo White PM-25 trim, painted doors, partitions

24

BM Gray Cloud 2126-60 accent walls

BEACH HALL Stairwell S1E, S2F, S3E, S4E









*photos of existing conditions

Notes:

Concrete stair treads to remain Paint conduit (based on location) to match either wall color or accent

Р1

BM White Dove OC-17 walls

P2

BM Cameo White PM-25 trim, painted doors



P3, P8 BM Kendall Charcoal HC-166 Mannington ColorSpec accent walls & risers, balustrade, stringer and underside

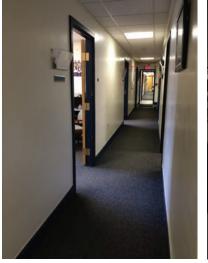


Sculptured Rubber Tile 18x18" Sand Dollar 869 landings



T3 **Armstrong Optima** Tegular Ceiling tile

Corridors C1A, C1B, C1C, C2A, C2C, C2B, C3A, C3B,







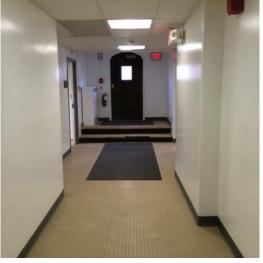
*photos of existing conditions

Notes:

Touch up sand/stain wood doors as needed Paint ceiling grids white (where specified) Paint conduit (based on location) to match either ceiling or walls

Touch-up existing paint, patch and repair plaster wall as needed

Lower level freshly painted, leave as-is





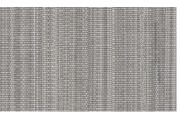
BM White Dove OC-17 walls



BM Cameo White PM-25 trim, painted doors



V3 Mannington ColorSpec Sand Dollar 869 landings



V5 Gerfloor Saga 2 20x20" Barma Sweet 0021



ST1
Mannington ConnectStep
Sculptured Tread/Riser Combo (no VI strip)
Sand Dollar 869



B5 Johnsonite Wall Base Moon Rock 29



Armstrong Optima
Tegular Ceiling tile
in specified locations

Restrooms

RR2A, RR1B, RR2C, RR2A, RR3A, RR3B, RR4A, RR4B





*photos of existing conditions

Notes:

Flat White Ceiling Paint
Clean vinyl, tile floors and base
Paint metal bath partitions
Repaint painted wall tile, clean ceramic wall tile
Paint conduit (based on location) to match either ceiling or walls
Repair seam in epoxy floor in RR2B

Р1

BM White Dove OC-17 walls

P2

BM Cameo White PM-25 trim, painted doors, partitions

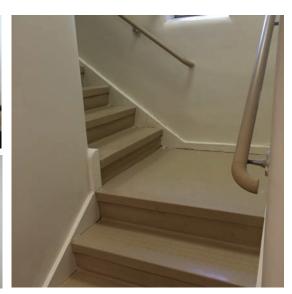
Stairwells

S1A, S1B, S1C, S2A, S3A, S4A, S2B, S3B, S4B, S2C, S3C, S4C









*photos of existing conditions

Notes:

Replace Vinyl Handrail with Stainless Steel
Paint conduit (based on location) to match either stinger color or ceiling
Paint/ Touch up doors and trim with same white color as walls
Keep accent walls @ levels three and four (ROTC & Air Force floors) - touch up as needed



V3 Mannington ColorSpec Sculptured Rubber Tile 18x18" Sand Dollar 869 landings



Sand Dollar 869

ST1
Mannington ConnectStep
Sculptured Tread/Riser Combo no VI strip



P8 BM Kendall Charcoal HC-166 stringer & underside

JONES BUILDING Corridors C1A, V1A, C1B, C2A,C1B







*photos of existing conditions

Notes:

Clean stone floor at entry
Touch up sand/stain wood doors as needed
Paint ceiling grids white (where specified)
Paint conduit (based on location) to match either ceiling or walls
Leave Brick as-is in C1B

Р1

BM White Dove OC-17 walls, radiators, access panels

P2

BM Cameo White PM-25 trim, painted doors



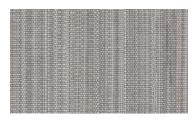
P11 BM Nicholson Green CW-500 accent walls



T4
Armstrong Optma
Tegular Ceiling tile
in specified locations



T2 Armsrtong Fine Fissured 741 Glue- on Ceiling tile



V5 Gerfloor Saga 2 20x20" Barma Sweet 0021



B1 Johnsonite Wall Base 48 Gray

In Common Areas to be carpeted:



C2 Bentley Hitchhiker 4H100 Strange Rumblings



B2 Johnsonite Wall Base Gray 48

Restrooms RR1AB, RR1AA, RR1A, RR1BA, RR1B, 125A, 125, 122 226, RR2A, RR2B



*photos of existing conditions









Notes:

Flat White Ceiling Paint
Clean wall tile and floor
Refinish wood bench in shower

Paint metal bath partitions

Replace Partitions in RR1A, RR1B

Paint conduit (based on location) to match either ceiling or walls

Р1

BM White Dove OC-17 walls

P2

BM Cameo White PM-25 trim, painted doors, partitions



BP1 Hadrian Phenolic Partition 219 Frost Granite



P7 -BM Acadia Green 2034-50 conduit/pipe @ turquoise tile wall

JONES BUILDING

Stairwells 50A, S1A, S1B, S1C, S2A, S2B, S2C







*photos of existing conditions

Notes:

Touch up sand/stain wood handrail as needed Paint conduit (based on location) to match either stinger color or ceiling Leave concrete treads as-is At Stair S1A/S1B, leave brick wall and stainless handrail as-is

Р1

BM White Dove OC-17 walls

P2

BM Cameo White PM-25 trim, painted doors



P8 BM Kendall Charcoal HC-166 risers, handrail, balustrade stringer & underside



V6 Johnsonite MicroTone Cameleon LE7 landings

Stairwell, restroom, corridors



*photos of existing conditions









Notes: Flat White ceiling paint Paint conduit (based on location) to match either ceiling or walls

P1

BM White Dove OC-17 walls

P2

BM Cameo White PM-25 trim, painted doors



P8 BM Kendall Charcoal HC-166 risers, balustrade, stringer



T4
Armstrong Optima Tegular
Ceiling tile in specified locations



V5 Gerfloor Saga 2 20x20" Barma Sweet 0021



B1 Johnsonite Wall Base 168 Thunder

KOONS HALL Corridors C0A, C1A, C2A, C3A







*photos of existing conditions

UConn Academic Building Renovations

June 5, 2015

Notes:

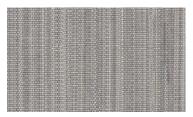
New Epoxy floor on top of old at lower level Touch up sand/stain wood doors as needed Paint ceiling grids white (where specified) Paint conduit (based on location) to match either ceiling or walls

P1 BM White Dove OC-17 walls

P2 BM Cameo White PM-25 trim, painted doors



P12 BM Galveston Gray AC-27 accent walls



Gerfloor Saga 2 20x20" Barma Sweet 0021



B5 Johnsonite Wall Base Moon Rock 29



T4 **Armstrong Optima** Tegular Ceiling tile in specified locations



Dur-A-Flex Epoxy Dur-a Quartz Q28-23



Bentley Carpet Tile Salt Creek 4SST6 Strange Rumblings



B2 Johnsonite Wall Base Gray 48

Restrooms

RROA, 007,015,019,021,RROB, RR2A, RR2B, 300











Clean tile floors and walls
Paint wood trim at windows
Paint rusted door vents
Refinish Wood shower seats
Paint conduit (based on location) to match either ceiling or walls



Р1

BM White Dove OC-17 walls

P2

BM Cameo White PM-25 trim, painted doors



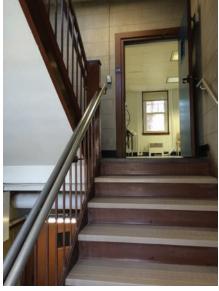
T4 Armstrong Optima Tegular Ceiling tile in specified locations

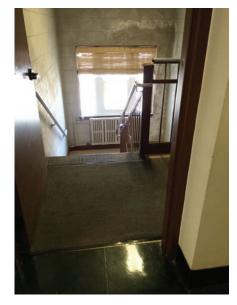


E1 Dur-A-Flex Epoxy Dur-a Quartz Q28-23

Stairwells

SOA, SOB, SOC, S1A, S1C, S1B, S2A, S2C, S3A, S3C







*photos of existing conditions

Notes:

Repair block wall, clean damage from efflourescence- esp. at window, stair 3A Paint wood trim at windows

P1 BM White Dove OC-17 walls

P2 BM Cameo White PM-25 trim, painted doors



V3 Mannington ColorSpec Sculptured Rubber Tile 18x18" Sand Dollar 869 landings



ST1
Mannington ConnectStep
Sculptured Tread/Riser Combo (no VI strip)
Sand Dollar 869

P8 BM Kendall Charcoal HC-101 non-S.S. balustrade, stringer

RATCLIFFE HICKS Corridors COA, C1A, VOA, V19







*photos of existing conditions

Notes:

Paint conduit (based on location) to match either ceiling or walls Clean terrazzo floor at entry vestibule New walk-off mat at recess in entry vestiblue floor

P1 BM White Dove OC-17 walls

P2

BM Cameo White PM-25 trim, painted doors



P12 BM Galveston Gray AC-27 accent walls



V1 Gerfloor Saga 2 20x20" Kadina City 007



M1 Cocoa Mat, Dark Gray



Johnsonite Wall Base 168 Thunder

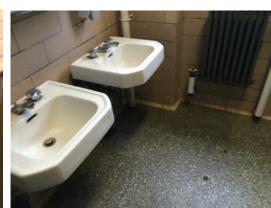


T2 Armsrtong Fine Fissured 741 Glue- on Ceiling tile

Restrooms RROD, RROA, RROCA, RRO8, 002, 007, R18, 102, RR1A









*photos of existing conditions

Notes:

Flat White Ceiling Paint Clean wall tile and terazzo floor Paint metal bath partitions

Paint conduit (based on location) to match either ceiling or walls Paint access panels at tile walls to match partitions

Р1

BM White Dove OC-17 walls

P2

BM Cameo White PM-25 trim, painted doors, partitions

Stairwells 500, S0B, S0C, S1C, S1B, S2A, S2B





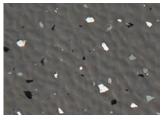
*photos of existing conditions

Notes:

Infill new rubber tile at stair treads Paint conduit (based on location) to match either ceiling or walls

P1 BM White Dove OC-17 walls

P2 BM Cameo White PM-25 trim, painted doors



V4 Johnsonite MicroTone Speckled Rubber Tile landings, infill treads



Armsrtong Fine Fissured 741 Glue- on Ceiling tile



P8
BM Kendall Charcoal HC-101
risers, balustrade, stringer and
underside

Corridors

C0A, C0B, CoD, V1A, C1A, C1B, C1C, C1E, c1D









*photos of existing conditions

Notes:

Flat White Ceiling Paint New walk-off mat at recess in entry vestibule floor Paint access panels in COB, COA- P2

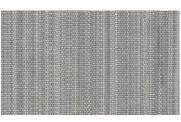
Paint conduit (based on location) to match either ceiling or walls- lots in basement



P2 BM Cameo White PM-25 trim, painted doors



P13 BM Cochineal Red CW-330 Gerfloor Saga 2 20x20" accent walls



Barma Sweet 0021



B5 Johnsonite Wall Base Moon Rock 29



M1 Cocoa Mat Dark Gray



T4 **Armstrong Optima** Tegular Ceiling tile in specified locations



C2 **Bentley** Hitchhiker 4H100 **Strange Rumblings**



B2 Johnsonite Wall Base Gray 48

Restrooms RROA, RR1A, RR1B, RR2A, RR2B







*photos of existing conditions

Notes:

Flat White Ceiling Paint Clean wall and floor tile Paint metal bath partitions and lockers Paint conduit (based on location) to match either ceiling or walls

Р1

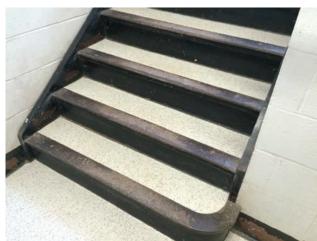
BM White Dove OC-17 walls

P2

BM Cameo White PM-25 trim, painted doors, bath partitions

WHITE BUILDING Stairwells S1B, S1A, S0A, S0B, S2A, S2B





*photos of existing conditions

Notes:

Flat White Ceiling Paint Leave treads and landings as-is Paint conduit (based on location) to match either stinger color or ceiling

Р1

BM White Dove OC-17 walls

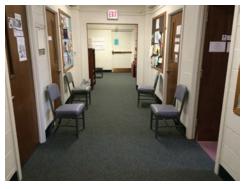
P2

BM Cameo White PM-25 trim, painted doors



P8 BM Kendall Charcoal HC-166 risers, balustrade, stringer, wall base

Corridors C0A, C0E, C0D, C0B, C1A, C1B, C2A







*photos of existing conditions

Notes:

Flat white ceiling paint

Touch up snad/stain wood doors as needed

Paint conduit (based on location) to match either ceiling or walls

P1

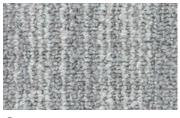
BM White Dove OC-17 walls

P2

BM Cameo White PM-25 trim, painted doors



P10 BM Wetherburn's Blue CW-580 accent walls

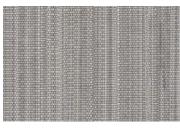


Bentley Carpet Tile Salt Creek 4SST6 Strange Rumblings





T4 **Armstrong Optima** Tegular Ceiling tile in specified locations



V5 Gerfloor Saga 2 20x20" Barma Sweet 0021



B1 Johnsonite Wall Base 48 Gray

Restrooms

RRoA, 005, RR1A, RR1B, RR2A, RR2B, RR3A, RR3B









*photos of existing conditions

Notes:

Flat White Ceiling Paint Clean tile floors and base Paint metal bath partitions

Paint conduit (based on location) to match either ceiling or walls Replace Partitions @ urinals



BM White Dove OC-17 walls



BM Cameo White PM-25 trim, painted doors, partitions



BP1 Hadrian Phenolic Partition 219 Frost Granite

Stairwells

S0A, S0C, S0B, S1A, S1B, S1C, S2A, S2B, S2C, S3A, S3B, S3C, S1D









*photos of existing conditions

Notes:

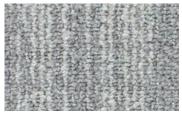
Sand/ refinish wood handrail as needed

P1 BM White Dove OC-17 walls

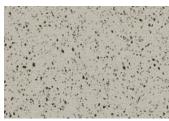
P2 BM Cameo White PM-25 trim, painted doors



P8 BM Kendall Charcoal HC-166 risers, balustrade, stringer & underside



C4
Bentley Carpet Rolled Goods
Salt Creek 4SST6
Strange Rumblings at S1D



V3 Mannington ColorSpec Sand Dollar 869 landings





ST1
Mannington ConnectStep
Sculptured Tread/Riser Combo (no VI strip)
Sand Dollar 869



DIE-CAST LED EXIT SIGN

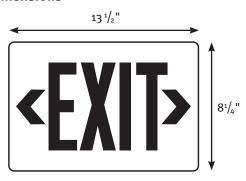


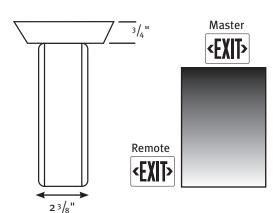
- Illumination approximately 4 times brighter than UL 924 requirement
- Battery diagnostic monitoring system on all emergency units
- Full self-diagnostics available
- Master remote options available
- 4-hour standard emergency run time
- As low as 1 Watt of power consumption on AC models
- Specialty finishes upon request
- Listed by UL to UL 924 standard; meets NFPA Life Safety Code 101





Dimensions





Master/Remote Low-level exit (remote) is powered by another (master). Contact Isolite for master/remote specification

Specifications

Overall size: $13^{1/2}$ " x $8^{1/4}$ " x $2^{3/8}$ " – Single or Double

Canopy size: $4^{3}/_{4}$ " x $4^{3}/_{4}$ " x $3/_{4}$ "

Weight: AC model: 4.5 lbs.

EM Model: 5.25 lbs.

Construction: Two piece, thick wall, heavy-duty, die-cast

aluminum alloy

Letters: 6" high; $\frac{3}{4}$ " stroke

Arrows: NFPA type, universal field-selectable chevrons

Input power: AC models: red: 1.0 watts; green: 1.3 watts

EM models: red: 2.0 watts; green: 2.5 watts

Approvals: UL Listed to UL 924 Standard, NFPA Life

Safety Code 101

Electronics:

Warranty:

- Battery diagnostic monitoring system standard on all emergency models
- Full diagnostic system available
- Zero current low-voltage disconnect
- Line-latch prevents unnecessary discharge of battery during installation
- Brownout protection
- LED AC present indicator and push-to-test switch
- 120 or 277 VAC field-selectable inputs
- Illumination approximately 4 times the UL 924 Standard requirements
- Fully self-contained components with captive screws
- Quick install push wire connectors
- Specialty finishes upon request (contact factory)

Isolite offers a 5-year limited warranty. For further details, refer to General Warranty and Obligations

in Isolite manual.

Ordering Information

Series	Operation	LED	Faces	Housing Color	Mounting	Ор	tions
LPDC	AC = AC Only	R = Red	S = Single	AB = Brushed Face, Black Trim	UN = Universal Canopy	DL = Damp Location	2C = Dual Circuit ³
	EM = NiCad Battery	G = Green	D = Double	BB = All Black	PA = 12" Swivel Pendant	FL = Flasher	VR = Vandal Resistant Lens
				WW = All White	PB = 24" Swivel Pendant	BZ = Buzzer	CW = Custom Wording ²
				AA = All Brushed Aluminum	PC = 36" Swivel Pendant	BF = Buzzer/Flasher	MR = Master w LPDC-VR Remote
				AW = Brushed Face, White Trim	PD = 48" Swivel Pendant	TP = Tamperproof	MRTL = Master w/TL-VR Remote
				CC = Custom Color	FR = Fully Recessed	Screws	MRFR = Master w/LPDC-FR
						SD = Self Diagnostics ¹	Remote
						SDAL = SD w/Alarm	FA = 12-24V Fire Alarm Interface
						WG = Wireguard ⁴	WL = Wet Location (See Max Series)

Example: LPDC-EM-R-S-AB-UN-DL

Note: 1 = EM Unit Only Note: 2 = Consult Factory Note: 3 = AC Unit Only Note: 4 = Surface Mount Only

Project_______Type______Catalog Number______Remarks

Visit us on the web at www.isolite.com or email sales@isolite.com

isolite

Call the Isolite office nearest you.

HEADQUARTERS
31 Waterloo Avenue
Berwyn, PA 19312
800-888-5483
610-647-8200
610-296-8952 Fax

WESTERN OFFICE

3563 Sueldo, Suite M San Luis Obispo, CA 93401 800-799-5343 805-546-9669 805-546-9564 Fax

STANDARD SPECIFICATIONS

UV stabilized polycarbonate, injection molded one piece trim, with uniform 0.125" thickness. The color is molded throughout and the stainless steel hardware is captured in place.

DIFFUSER

UV stabilized polycarbonate, injection molded in a frosted 0.125" thick prismatic diffuser. Optional diffuser available in white polycarbonate.

HOUSING

Die-cast, one piece marine grade aluminum available in two depths. 6" deep housing has threaded conduit plugs on four sides.

LED PERFORMANCE

120-277V - 3500K, 82 CRI - L70 rating - 54,000 hours Source lumens noted. Amperage rated @ 110V input Max ambient temperature - 40°C / 104°F

B6LED - 6W nominal, .05 A input - 643 lm - 105 lm/W

B12LED - 12W nominal, .10 A input - 1303 lm - 108 lm/W

C9LED - 9W nominal, .10 A input - 1009 lm - 121 lm/W

C24LED - 24W nominal, .20 A input - 2438 lm - 100 lm/W

Directly to j-box (by others). Mounting hardware included. The 6" version can be anchored to the surface for conduit entry.

Brownlee offers four standard finishes.

WARRANTY

Model

2.

5 year limited warranty on this LED product. Consult factory for details.

ORDERING INFORMATION

FINISH

4" depth

SIZE

6" depth*

*6" depth does not meet ADA requirements.

3.

BL Black ΒZ Bronze ΤI Titanium WH White

WATTAGE

4 SIZE

B6LED 1-B Series board B12LED 2-B Series boards

5. (if required)

C9LED 1-C Series board

6 SIZE

B6LED 1-B Series board B12LED 2-B Series boards

C9LED 1-C Series board C24LED 2-C Series boards PROJECT:

MODEL #:

FIXTURE TYPE:















AVAILABLE OPTIONS

27K 2700K color temperature B6LED - 567 lm - 92 lm/W B12LED - 1138 lm - 95 lm/W C9LED - 900 lm - 108 lm/W C24LED - 2062 lm - 84 lm/W 30K 3000K color temperature B6LED - 592 lm - 96 lm/W B12LED - 1174 lm - 98 lm/W C9LED - 977 lm - 117 lm/W C24LED - 2351 lm - 96 lm/W 40K 4000K color temperature B6LED - 635 lm - 103 lm/W B12LED - 1275 lm - 106 lm/W C9LED - 1010 lm - 121 lm/W C24LED - 2482 lm - 101 lm/W **BAC Buy American Compliant**

BBI1 Integral Battery Backup (All except C24LED, 6 size only)

DIM Dimming driver (120-277V)(All except B6LED)

(0-10V dimming control required)

ES ENERGY STAR® (All except B6LED) OCC^2 Occupancy Sensor

P01 Photo Control (120V) (6 size only) **PO2** Photo Control (208, 240, 277V) (6 size only) Tamper Resistant Hardware and Tool

WP White polycarbonate diffuser



²⁾ Occupancy sensor operates with microwaves and is not recommended for use in waiting areas with elevators.

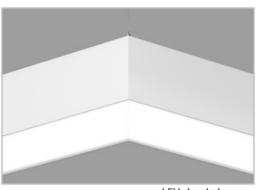
VIA 4 LED - PATTERNS

PENDANT DIRECT/INDIRECT





PROJECT:_		
TYPE:		
NOTES:		



LEV - leveled corner

DESCRIPTION

At LumenWerx, we make it simple to design patterns customized for you. Whether surface, wall mount, pendant or recessed - or even a combination of different mounting types, we make it easy to achieve the results you're looking for. While our standard is a 90° corner, we can customize angles to suit your needs.

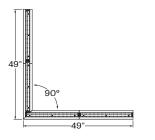
ORDER GUIDE

up to 118 lm/w performance

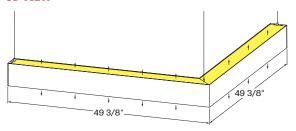
VIA4PDIPAT	HLO							LEV
LUMINAIRE ID	OPTICS	LIGHT SOURCE	CRI	DIRECT LUMEN PACKAGES	INDIRECT LUMEN PACK.	COLOUR TEMP.	PATTERN LENGTH	CORNER TYPE
VIA4PDIPAT - via 4" pendant	HLO - High-Efficiency	LED - high	80 - 80CRI	500 - low output 500lm/f	500 - low output 500lm/f	30 - 3000k	#FT - nominal length in feet	LEV - leveled corner
direct/indirect pattern	Lambertian Optic	performance LED	90 - 90CRI	750 - med. output 750lm/f	750 - med. output 750lm/f	35 - 3500k	#IN - length in inches	
		T5/T5HO - T5/T5HO	(consult factory)	1000 - high output 1000lm/f		40 - 4000k	Continuous Run - for	
		lamp (consult factory)		1200 - ultra high output 1200lm/f			luminaires over 12'	

CORNERS DEGREE	VOLTAGE	DRIVER	ELECTRICAL	MOUNTING	FINISH	CONTORLS	OPTIONS
90 - 90 degrees	120 - 120V	D - dimming 0-10V	1-1 circuit	53WAC36 - power 5" + non power	W - matte white	WIRELESS	FU - fuse
# - other degrees	277 - 277V	DA - Dali	2 - 2 circuits	3" white canopy (36" air craft cable)	AL - aluminum	EWC - EnOcean Wireless Controller	DC - dust cover
	UNV - 120V-277V	LHL# - Lutron Hi-Lume A	+#EB - emergency battery pack	55WSW18 - power 5" + non power	CF# - custom	LMC - Lutron Motion Controller	TB# - T-bar caddy clip specify
	347V - 347V	LEH - Lutron EcoSystem H	(for min 4' fixture)	5" white canopy & stem (18" stem)	finish add RAL#	LDC - Daylight Controller	grid size
		LE5 - Lutron EcoSystem 5	+#EM - emergency light circuit	For all other mountings refer to the			TG# - Tegular caddy clip specify
		OTH - other (consult	+#NL - night light circuit	Pendant Mounting Guide.			grid size
		factory)	+GTD - generator transfer device				ST - Screw Slots caddy clip
							CU - custom

BOTTOM VIEW



3D VIEW



OPTICS



LEV - leveled corner

LEV - leveled corner with end caps

HLO - High-efficiency Lambertian Optic

March 31, 2015

Page: 1/3

See page 2 for ordering code detailed information

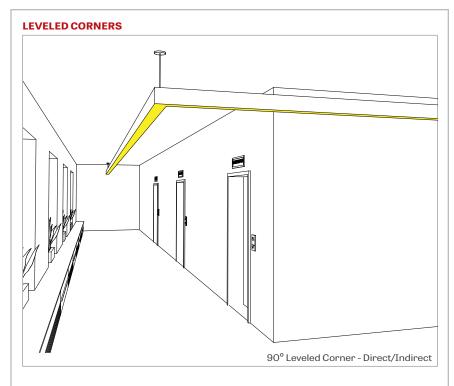
www.lumenwerx.com (T) 514-225-4304 (F) 514-931-4862 @ All rights are reserved to LumenWerx ULC.

File Name: VIA4.PAT.PENDANT.DIRECT-INDIRECT.SPEC

VIA 4 LED - PATTERNS

PENDANT DIRECT/INDIRECT





HOW TO SPECIFY A PATTERN?

Please follow these steps when specifying in order to be as precise as possible.

(1) We require a drawing illustrating the pattern you are trying to achieve - anything from a simple line drawing to elaborate architectural drawings will suffice.

(2) Under PATTERN LENGTH, please enter the overall length of your pattern - either in feet or inches.

(3) Under CORNER TYPE, please enter the type (or types) of corner you require. If more than one type of corner is required, please separate types with a plus (+).

(4) Under CORNERS DEGREE, please enter the angle in degrees of each corner required to complete your pattern (for example 90+90+90).

PATTERN LENGTH	CORNER TYPE	CORNERS DEGREE
#FT - nominal length in feet	LEV - leveled corner	90 - 90 degrees
#IN - length in inches		# - other degrees
Continuous Run - for luminaires over 12'		

OPTICS

HIGH EFFICIENCY LAMBERTIAN OPTIC (HLO) - matte white side reflectors combined with High-Efficiency Lambertian Optic (HLO) shielding of diffusing 0.075" thick acrylic with up to 88% transmission and good source obscuration. Luminaire brightness is controlled by the flux-to-shielding area ratio.

LIGHT SOURCE - LED

Custom linear array of mid-flux LED's are cartridge-mounted with quick-connect wiring to facilitate service and thermal management. Available in 3000K, 3500K and 4000K with a minimum 80 CRI and an option for 90 CRI with elevated R9 value. Color consistency maintained to within 3 SDCM. LEDs operated at reduced drive current to optimize efficacy and lumen maintenance. All LEDs have been tested in accordance with IESNA LM-80-08 and the results have shown L80

lumen maintenance greater than 60,000 hours. Absolute product photometry is measured and

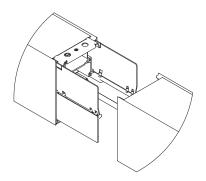
presented in accordance with IESNA LM-79, unless otherwise indicated.

PERFORMANCE PER 4' AT 4000K

LED output	Color Temp			Total Nominal Lumens	Efficacy Lumens Per Watt				
low output	4000K	34	2000	2000	4000	118			
medium output	4000K	44	3000	2000	5000	114			
high output	4000K	55	4000	2000	6000	109			
ultra high ouput	4000K	64	4800	2000	6800	107			

PATTERN LENGTH

All individual sections are joined together onsite using the joiner kits provided. LumenWerx offers joiner kits that are extremely simple to work with in the field and result in a fixture that appears virtually seamless with no light leak at any connection.



pendant direct/indiect joining system



VIA 4 LED - PATTERNS

PENDANT DIRECT/INDIRECT



ELECTRICAL

Factory-set adjustable output current electronic driver with 120-277V AC line input. Dimmable from at least 100%-5% with 0-10V control. Rated life (90% survivorship) of 50,000 hours at 50°C max. ambient (and 70°C max. case) temperature. Terminal block connections for easy service. At maximum driver load: Efficiency>84%, PF>0.9, THD<20%. Other specifiable options include Lutron Hi-Lume A (specify 2, 3 or 4 wires), EcoSystem H (100%-1%, fade-to-black) and EcoSystem 5 (100%-5%) dimmable drivers and DALI protocol drivers.

EMERGRNCY

Factory installed long life high temperature recyclable Ni-Cad battery pack with test switch and charge indicator, minimum of 90 minutes operation, up to 1300 lumens (25°C) emergency lighting output. Recharge time of 24 hours.

MOUNTING OPTIONS

Fixtures can be pendant-mounted, using air craft cables, or stem-mounted. Unless otherwise specified, LumenWerx provides the following hardware:

For cable-mounted fixtures - 53WAC36 (5" white canopy for all power mounting point, 3" white canopy for non power mounting point, and a 36" cable)

For stem mounted fixtures - 55WSW18 (5" white canopy for all power mounting point, and non power mounting point, and a 18" white stem)

Caddy clips, if required specify under OPTIONS

For all other required mountings options, for all our Pendant Mounting Guide at www.lumenwerx.com

FINISH

Interior - 95%, reflective matte powder coated white paint

Exterior - matte white or silver powder coating.

Custom finishes are also available.

CONTROLS

LumenWerx offers several options for integrating motion and daylight controls into Via 4 luminaires. Wireless options incorporate a wireless controller/powerpack into the luminaire, which receives signals from a wireless sensor (by others) installed in the space. The advantages of the wireless option include greater flexibility of control options, sensor coverage and system integration.

Wireless

EnOcean Wireless Controller (EWC) provides both a power pack for presence detection control and a 0-10V interface for daylight harvesting. EnOcean wireless sensors (by others) mounted in the room signal the onboard EWC. This option permits manual on/automatic off (vacancy) control. Lutron Motion Controller (LMC) and Daylight Controller (LDC) provide inputs to Ecosystem drivers. Compatible Lutron wireless motion and daylight sensors (by others) mounted in the room signal onboard LPC or LDC. This option permits manual on/automatic off (vacancy) control.

CONSTRUCTION

Housing - Extruded Aluminum (0.095" nominal) up to 90% Recycled Content

Interior brackets - Die formed cold rolled sheet steel 18 gauge thick

Joining system - Die cast Zinc (0.95" nominal)

Reflectors - Flat rolled Aluminum sheet 0.040" thick precisely die formed, 95% reflective matte white painted

End caps - Die cast Aluminum (0.95" nominal)

Hanger - Chromed Griplock securely attached with spring steel hardware in end caps and/or joiners

Air craft cable suspension - 7x7 braids Aluminum air craft cable 0.06" thick

Stem - 0.5" diameter threaded steel tube matte white or silver powder coating. Custom finishes are also available

CERTIFICATIONS

ETL - Rated for Dry/Damp locations. Conforms to UL Standard 1598 and certified to CAN/CSA Standard C22.2 No. 250.0.

WARRANTY

LumenWerx provides a five-year limited warranty of electrical and mechanical performance of the luminaires, including the LED boards, drivers, and auxiliary electronics. LumenWerx will repair or replace defective luminaires or components at our discretion, provided they have been installed and operated in accordance with our specifications. Other limitations apply, please refer to the full warranty on our website.



1215 LE

STANDARD SPECIFICATIONS

Translucent, UV stabilized white acrylic, injection molded in the familiar puff shape with a uniform thickness throughout. The upper edge of the diffuser is finished with a self-adhesive trim, available in chrome or polished brass. The diffuser is held in position with spring loaded

PAN

Steel, die-formed construction with formed ring to keep the surface off the wall, and finished in a high reflectance white powder coat.

LED PERFORMANCE

120-277V - 3500K, 82 CRI - L70 rating - 54,000 hours Source lumens noted. Amperage rated @ 110V input Max ambient temperature - 40°C / 104°F

B6LED - 6W nominal, .05 A input - 643 lm - 105 lm/W

B12LED - 12W nominal, .10 A input - 1303 lm - 108 lm/W

C9LED - 9W nominal, .10 A input - 1009 lm - 121 lm/W

C24LED - 24W nominal, .20 A input - 2438 lm - 100 lm/W

MOUNTING

Directly to j-box (by others). Mounting hardware included.

The 1215 series is available with a sleek polished chrome or brass electroplated surface. Plated finishes are suitable for indoor applications only. Installation outdoors voids the Brownlee Limited Warranty.

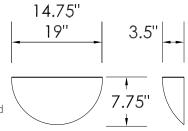
WARRANTY

5 year limited warranty on this LED product. Consult factory for details.

ORDERING INFORMATION

PROJECT: MODEL #: FIXTURE TYPE:











LED DECORATIVE L22 SERIES

Fixture Type:	
Job Information:	

SPECIFICATIONS:

LED MODULES:

- High performance linear configured LED module boards.
- Each board consists of multiple mid-power, high efficacy LEDs in a precise layout eliminating the need for supplemental heat sinking.
- The boards produce an even and diffuse light which maximizes optical efficiency.
- Compatible with the dimming performance of the LED driver.
- Color temperatures available: 3000K, 3500K and 4000K.
- Upon request: 5000K.

LED DRIVERS:

- Factory programmable constant current LED power supply.
- Multiple standard drive current outputs (factory set by Mercury) are cataloged with their corresponding lumen package offerings. Upon request, custom drive current outputs and lumen packages are available.
- Universal voltage input, 120V-277V, 50HZ-60HZ.
- Specification grade dimming down to 10% on 0-10V dimming controls.
- Optional pre-configured drive current drivers are available. Non-dimming.

LED LUMEN PACKAGES:

- Cataloged standard lumen packages. See attached chart for full details.
- Custom lumen packages pre-set are optional.
 Contact factory for details.

HOUSING:

- Fabricated from heavy gauge code grade cold rolled steel with housing ends welded into place. White powder coating finish for long lasting durability.
- Vented housing for additional heat management.
- Housing cover is formed with a recessed trough to protect the LED module boards which are securely fastened down to the cover. Hinges down for easy installation or maintenance or may be easily removed. Cover securely screws to the housing in its closed position.
- Sufficient electrical knockouts are provided on the housing back.

DIFFUSERS ASSEMBLY:

- The complete assembly consists of the smooth white acrylic diffuser and a pair of acrylic end caps.
- End caps are sonically welded onto the diffuser for a strong one-piece fit.
- Entire assembly snaps onto the housing for easy installation and maintenance.
- The diffuser is extruded from 100% white acrylic. Allows maximum light transmission while eliminating pixilations.
- · Acrylic end caps are cataloged by finish.

STANDBY LIGHTING OPTION:

 Self contained module, 5W, 7W, 10W or 12W as specified. Battery backup upon loss of power. Available 4Ft. modules only.

INSTALLATIONS:

- Suitable for individual surface mounting on walls within ADA regulations.
- If desired, may be wall mounted vertically or ceiling mounted.
- No provisions available for surface conduit.

CERTIFICATE OF SAFETY COMPLIANCE AND LISTINGS:

 Luminaire: UL and CUL listed 1598 and bears their label. Suitable for dry locations or optional damp locations with UL Damp Label.

WARRANTY:

- 2-year limited warranty. Complete LED warranty terms available at www.mercltg.com.
- Actual performance may differ as a result of end-user environment and application.

FEATURES:

- Decorative LED wall luminaire.
- Rounded profile features a smooth white acrylic diffuser which surrounds the LED light source.
- Designer-coordinate end caps in over ten different finishes.
- Compact design complies with all ADA requirements for public areas.
- High diffusion lens allows maximum light transmission while eliminating pixilation and hot spots.
- Nominal 2Ft. or 4Ft. long modules.
- Digital LED technology provides high efficacy and energy efficiency.
- Multiple power and light levels are offered as standard to allow meeting design and energy needs per application. Custom factory set levels available on request.
- Maintenance-free, up to 60,000 hours at L70, CRI greater than 80.
- American Made.



Fixture Type:	Job Information:	

ORDERING DATA: Fill in boxes below with corresponding bold options.

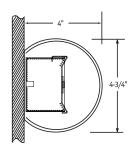
Example: L22-4-2100-35K-ASW-IM-SXX-UNI-EM7

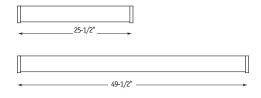
SERIES	NOMINAL LENGTH (FT)	NOMINAL LUMENS	COLOR TEMP	DIFFUSER	END CAP FINISH	DRIVER*	VOLTAGE	OPTIONS
L22	2	Nom. 2Ft.	30K	ASW	IM	SXX	UNI	EM5
	4	1600	35K		Ivory Marble.	* Factory Selected		EM7
		1800	40K		ВМ	Driver. Example: St	50	EM10
		Nom. 4Ft.	50K		Black Marble.	LXample. 5.	,,,	EM12 Available 4ft.
		2100	Upon Request		PM			Modules Only
		3500 Available		_	Peach Marble.			
		30K Only.			WM			
		3700 Available			White Marble.			
		35K, 40K, 50K Only.			VG			
	L				Verde Green.			
		XXXX Custom Lume	n		AL Alabaster.			
	C	Package. ontact Factor	y.		TO			
	_				Tortoise.			
					BG Black			
					Gravel.			
					BW			
					Bone White.			
					SW Solid White.			

PHOTOMETRICS:

All photometric reports are available at www.mercltg.com.

CROSS SECTION & SIDE VIEW:





LUMEN PACKAGE

SERIES	NOMINAL LENGTH (FT)	Nominal Lumen Package	Color	Fixture Power (W)	Delivered Lumens	Fixture LPW
L22	2					
		1600	3000K	26	1511	59
		1600	3500K	26	1587	62
		1600	4000K	26	1628	64
		1600	5000K	26	1697	66
		1800	3000K	31	1736	56
		1800	3500K	31	1822	59
		1800	4000K	31	1869	61
		1800	5000K	31	1949	63

SERIES	NOMINAL LENGTH (FT)	Nominal Lumen Package	Color	Fixture Power (W)	Delivered Lumens	Fixture LPW
L22	4					
		2100	3000K	31	2023	66
		2100	3500K	31	2124	69
		2100	4000K	31	2178	71
		2100	5000K	31	2272	74
		3500	3000K	62	3471	56
		3700	3500K	62	3645	59
		3700	4000K	62	3738	61
		3700	5000K	62	3898	63

END CAP DESIGNER COLORS:





End Detail



Burk Head



DESCRIPTION

The simple design of the Burk head by Tech Lighting is inspired by telephoto camera lenses and executed with detailed care and precision. A powerful LED light source is harnessed by your choice of two field changeable optics for precision beam control. Multiple CRI and color temperatures options make this head suitable for both residential and commercial applications. Includes field replaceable 12 watt, 750 net lumen, LED module. Dimmable with low-voltage electronic or magnetic dimmer (based on the transformer). Integrated lens holder accommodates up to two lenses or louvers (sold separately). As a general rule when using the Burk head, we do not recommend using greater than 33% of the maximum wattage specified for the low voltage transformer due to inrush current requirements. For assistance in calculations, please contact our Technical Support Department.

A 3.6" 3" 76mm

INSTALLATION

Socket terminates with FreeJack male connector, which may be installed into a system connector. Elements ordered with a system prefix include a connector for that system. For use on T~TRAK, order FreeJack version and T~TRAK FreeJack Connector (sold separately).

ACCESSORIES & OPTICAL CONTROLS

Colored Lens, Dichroic Lens, Diffuser Lens, Eggcrate Louver, Linear Spread Lens, Soft Focus Lens, UV Filter



ORDERING INFORMATION

700 SYSTEM BRK	COLOR TEMP	BEAM SPREAD	LENGTH (A)	FINISH
FJ FREEJACK MP MONOPOINT MO MONORAIL MO2 TWO-CIRCUIT MONORAIL	827 80 CRI 2700K 830 80 CRI 3000K 835 80 CRI 3500K 927 90 CRI 2700K 930 90 CRI 3000K 935 90 CRI 3500K	20 20° 35 35°	03 3" 06 6" 12 12"	B BLACK S SATIN NICKEL W WHITE

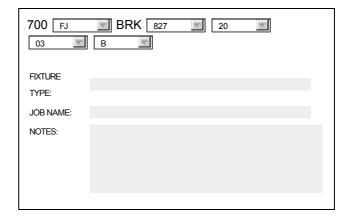
Note: MP includes 4 Round Flush Canopy.

When installing LED option on MO2 only magnetic transformers may be used.



7400 Linder Avenue Skokie, Illinois 60077 T 847.410.4400 F 847.410.4500

Tech Lighting, L.L.C.







TLT Tapelight Series

12VDC Damp Location Super High Output Flexible Tapelight

Catalog No.			

Туре			
Type			

Specifications/Features

Tape Light

Flexible, low voltage linear LED accent lighting system provides high quality illumination for many indoor applications including: Display Lighting, Under Cabinet, Cove and Soffit, Accent and Edge Lighting.

High output LEDs provide excellent luminous intensities at low drive currents, resulting in low power consumption and consistant, stable performance, delivering 334 lumens (Delivered lumens based on 1ft. of 3000K tape).

Modular "plug and play" system features a wide range of power supplies, controllers and connectors. System is easy to install with no need for field soldering. Available in 20' reels consisting of connected, individual 12" or 4" segments. Can also be purchased in individual segments.

Each segment includes male and female connector ends for continous linear installations. Each 12" segment can also be cut (on the cut lines) in 4" increments to provide optimal fit and flexibility for any installation.

The TLT High Output tapelight series is available in four color temperatures: 2700K (warm white), 3000K (warm white), 4000K (neutral white) and 6500K (cool white), as well as four colors: blue, green, red, and yellow.

TLT Series tapelight is dimmable using any of the TL series dimming controls.

The TLT tapelight is easy to install using the 3M double sided adhesive on each segment; tape can be directly mounted to most surfaces. For additional thermal heatsinking, protection of the LEDs and an overall cleaner aesthetic, using the aluminum mounting channel (standard, recessed, or angled) is recommended. The aluminum mounting channel is easily installed utilizing the appropriate set of

For added protection of the LEDs, as well as subtle diffusion and glare control, a clear or frosted lens may be used. The lens must be used with the aluminum channel and is easily installed by simply pressing the lens into the channel.

Warranty

This product is covered by ConTech's full replacement guarantee after date of purchase: Five (5) year replacement guarantee when tape light is installed using the aluminum mounting channel; Three (3) year replacement guarantee when installed without the aluminum mounting channel.

System designed and rated for 50,000 hours at 70% lumen maintenance when mounted in ConTech channel.

Listing

cCSAus Certified to UL standards.

Suitable for dry or damp locations. Not suitable for wet locations.

Ordering Information

5		
Project		
,		



Catalog No

5/16"	Ø	O	O	O	O	O

TLT12V3 Series Super High Output Tapelight Driver Sizing

4" or 12"

Watts per foot: 3.6W/ft.; Max Run: 20 ft.

Model No.	Type	Input Voltage	Wattage	Max Load
TLP12VP24	Plug-In	12V DC	24W	6 ft.
TLP12VP36	Plug-In	12V DC	36W	10 ft.
TLP12VP60	Plug-In	12V DC	60W	16 ft.
TLP12VHW20**	Hardwire	12V DC	20W	5 ft.
TLP12VHW60**	Hardwire	12V DC	60W	16 ft.*

^{*}If the max load exceeds the max run length, you may run multiple runs not to exceed the max run length.

^{*}Hardwire drivers may be remotely mounted up to 40' from start of run using 12 gauge wire. Refer to wiring chart on installation instructions for voltage drop information.

Example Order: TLTI2V	/33KI2R			
Tapelight Series	Input Voltage	Output	Color Temperature	Length / Quantity
TLT Tapelight Summary	12V - 12V DC	3- Super High Output	27K - 2700K B - Blue 3K - 3000K G - Green 4K - 4000K R - Red 6K - 6500K Y - Yellow	4 - 4" Individual Segment 4R - 20' Reel of 4" Segments (60 pieces total) 12 - 12" Individual Segment 12R - 20' Reel of 12" Segments (20 pieces total)

	TLT12V327K	TLT12V33K	TLT12V34K	TLT12V36K	TLT12V3B	TLT12V3G	TLT12V3R	TLT12V3Y
Color Temperature	2700K	3000K	4000K	6500K	Blue	Green	Red	Yellow
Supply Voltage	12VDC	12VDC	12VDC	12VDC	12VDC	12VDC	12VDC	12VDC
Watts (per ft)	3.6	3.6	3.6	3.6	3.8	3.5	4.3	4.2
Lumens (per ft)	297	334	346	363	57	174	48	34
Efficacy (Lm/W)	72	72	82	86	15	50	11	8
LED Beam Angle	120°	120°	120°	120°	120°	120°	120°	120°
# of LEDs (per ft)	18	18	18	18	18	18	18	18
LED Spacing	5/8"	5/8"	5/8"	5/8"	5/8"	5/8"	5/8"	5/8"
Cut Length	4"	4"	4"	4"	4"	4"	4"	4"
Max Run (ft)	20	20	20	20	20	20	20	20



TLT Tapelight Series 12VDC Damp Location

Super High Output Flexible Tapelight

Catalog No		

Type			
1 y p c			

Project		

Photometrics

TLT12V33K12

Designed for 50,000 Hour Lamp Life¹; LM-63 Test No. 80558

For standard output, multiply results by 0.24, for high output, multiply results by 0.43

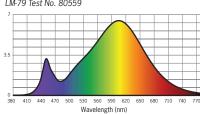
Light Output (Fixture Lumens): 334

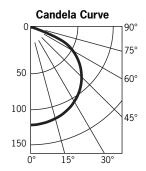
Total Watts@120V: 4 Lumens Per Watt: 80

Color Rendering Index (CRI)1: 82

Color Temperature (CCT)2: 2931K Warm White Spectral Power Distribution Chart³

LM-79 Test No. 80559





Candlepower Summary				
FROM 0	CANDELA	LUMENS		
0	122			
5	122	12		
15	118	33		
25	111	51		
35	102	63		
45	88	67		
55	70	61		
65	12	34		
75	6	12		

Beam Distribution: 115° Spacing Criteria: 1.3



NA LIGHTING	Number
	Notes
STANDARD SPECIAL SIGNAGE	
signs to suit many applications. The Signature and Quantum	Туре

Catalog

APPLICATION GUIDE:

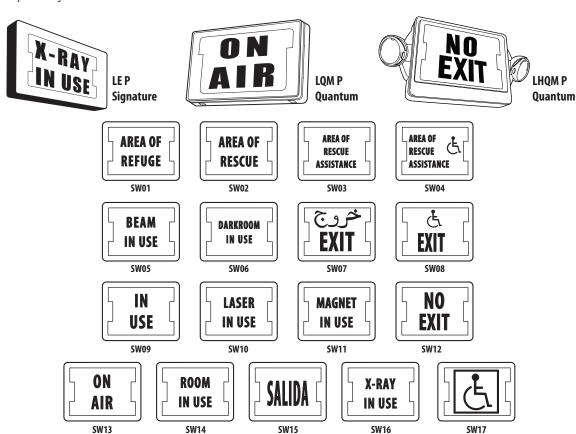
Lithonia Lighting offers special signage families highlighted below are illuminated with energy-efficient, long-life Light Emitting Diodes (LEDs).

WARRANTY — Complete warranty terms located at

www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Actual performance may differ as a result of end-user environment and application.

Note: Specifications subject to change without notice.



ORDERING INFORMATION Example: LE P 1 R 120/277 EL N SW02 Lead times will vary depending on options selected. Consult with your sales representative.

Family	Face type	Housing color	Number of faces	Letter color	Input voltage	Operation ⁶
LE Signature die-cast aluminum sign¹ LQM Quantum thermoplastic sign².3 LHQM Quantum thermoplastic².4	P Panel	(blank) Matte black, brushed aluminum face W White	 Single face Double face Single face with extra faceplate and color panel⁵ 	R Red G Green	120/277 Dual voltage	(blank) AC only EL N Nickel-cadmium battery

Special v	vording						
SW01 SW02 SW03 SW04	AREA OF REFUGE ⁷ AREA OF RESCUE ⁷ AREA OF RESCUE ASSISTANCE ⁷ AREA OF RESCUE ASSISTANCE with access pictogram ⁷	SW05 SW06 SW07 SW08	BEAM IN USE ^{7,8} DARK ROOM IN USE ^{7,8} EXIT Arabic/English ^{9,10} EXIT with access pictogram ¹⁰	SW09 SW10 SW11 SW12	IN USE ^{7,8} LASER IN USE ^{7,8} MAGNET IN USE ^{7,8} NO EXIT ¹⁰	SW13 SW14 SW15 SW16 SW17	ON AIR ^{7,8} ROOM IN USE ^{7,8} SALIDA ^{9,10} X-RAY IN USE ^{7,8} Handicap Symbol ⁷

- 1 See spec sheet <u>LE-LRE</u> for complete specifications
- 2 Only available in white housing.
- See spec sheet <u>LQM</u> for complete specifications
- See spec sheet **LHQM** for complete specifications
- 5 Only available with LQM or LHQM family.
- 6 Leave blank for LHQM family.
- UL Listed as an electric sign.
- Not available with LHQM family or EL N operation.
- Only available in red letter color.
- 10 Not available with UL listing.

EMERGENCY

CUSTOM-SIGNAGE

CUSTOM SIGNAGE

MAINTENANCE

All life safety equipment, including emergency lighting for path of egress must be maintained, serviced, and tested in accordance with all National Fire Protection Association (NFPA) and local codes. Failure to perform the required maintenance, service, or testing could jeopardize the safety of occupants and will void all warranties.



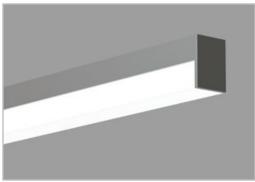
EMERGENCY:

QUAD NARROW

WALL DIRECT







Quad narrow DMB bracket - shown with HLO optics

DESCRIPTION

Quad is the simply designed and crisply executed linear luminaire for circulation, general, and utility applications. The High-efficiency Lambertian Optic provides excellent luminous efficacy and uniform luminosity across the diffuser. Quad is available in either a wide 3.5" or narrow 2.5" profile, along with surface and wall models, and can be installed in continuous runs. Not with standing the compact form, a full range of electrical and integrated control options is available.

PROJECT:_	
TYPE:	
NOTES:	

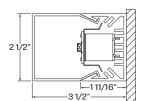
up to 110 lm/w performance

ORDER GUIDE

QUANW	HLO						
LUMINAIRE ID	OPTICS	LIGHT SOURCE	CRI	LUMEN PACKAGES	COLOUR TEMP.	LUMINAIRE LENGTH	VOLTAGE
QUANW- quad narrow wall	HLO - high-efficiency	LED - high performance LED	80 - 80CRI	550 - low output 550lm/f	30 - 3000k	Standard sections - 4' 8' & 12'	120 - 120V
	lambertian optic	T5/T5HO - T5/T5HO lamp	90 - 90CRI (consult factory)	750 - med. output 750lm/f	35 - 3500k	For all other specify length	277 - 277V
		(consult factory)		1000 - high output 1000lm/f	40 - 4000k	#FT - nominal length in feet	UNV - 120V-277V
						Continuous Run - for luminaires over 8'	347 - 347V

DRIVER	ELECTRICAL	MOUNTING	FINISH	CONTORLS	OPTIONS
D - dimming 0-10V	1-1 circuit	DMB - drywall mounting bracket	W - matte white	ONBOARD	FU - fuse
DA - Dali	+#EB - emergency battery pack (for min 4' fixture)	DSB - drywall side bracket	AL - aluminum	OMS - Motion Sensor & power pack	CU - custom
LHL# - Lutron Hi-Lume A	+#EM - emergency light circuit	CMB - custom mounting bracket	CF# - custom finish specify RAL#	ODS - Daylight Sensor & controller	
LEH - Lutron EcoSystem H	+#NL - night light circuit			WIRELESS	
LE5 - Lutron EcoSystem 5	+GTD - generator transfer device			EWC - EnOcean Wireless Controller	
OTH - other (consult factory)				LMC - Lutron Motion Controller	
				LDC - Daylight Controller	

CROSS SECTION



OPTICS



QUANW - quad narrow wall - DMB

HLO - High-efficiency Lambertian Optic

File Name: QUAD.NARROW.WALL.SPEC

March 29, 2015

Page: 1/3

See page 2 for ordering code detailed information



QUAD NARROW

WALL DIRECT



OPTICS

HIGH EFFICIENCY LAMBERTIAN OPTIC (HLO) - Matte white side reflectors combined with High-Efficiency Lambertian Optic (HLO) shielding of diffusing 0.075" thick acrylic with up to 88% transmission and good source obscuration. Luminaire brightness is controlled by the flux-to-shielding area ratio.

LIGHT SOURCE - LED

Custom linear array of mid-flux LED's are cartridge-mounted with quick-connect wiring to facilitate service and thermal management. Available in 3000K, 3500K and 4000K with a minimum 80 CRI and an option for 90 CRI with elevated R9 value. Color consistency maintained to within 3 SDCM. LEDs operated at reduced drive current to optimize efficacy and lumen maintenance.

All LEDs have been tested in accordance with IESNA LM-80-08 and the results have shown L80 lumen maintenance greater than 60,000 hours. Absolute product photometry is measured and presented in accordance with IESNA LM-79, unless otherwise indicated.

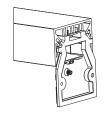
PERFORMANCE PER 4' AT 4000K

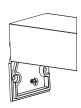
LED output	Color Temp	Watts	Nominal Lumens	Efficacy Lumens Per Watt
low output	4000K	21	2200	110
medium output	4000K	29	3000	109
high output	4000K	38	4000	108

LUMINAIRE LENGTH

Quad is made up of standard 4, 8 and 12 foot sections that may be joined together to create longer continuous run lengths. Exact run length must be noted in the product code.

All individual sections are joined together onsite using the joiner kits provided. LumenWerx offers joiner kits that are extremely simple to work with in the field and result in a fixture that appears virtually seamless with no light leak at any connection.





joining system Quad

ELECTRICAL

Factory-set adjustable output current electronic driver with 120-277V AC line input. Dimmable from at least 100%-5% with 0-10V control. Rated life (90% survivorship) of 50,000 hours at 50°C max. ambient (and 70°C max. case) temperature. Terminal block connections for easy service. At maximum driver load: Efficiency>84%, PF>0.9, THD<20%. Other specifiable options include Lutron Hi-Lume A (specify 2, 3 or 4 wires), EcoSystem H (100%-1%, fade-to-black) and EcoSystem 5 (100%-5%) dimmable drivers and DALI protocol drivers.

EMERGENCY

Factory installed long life high temperature recyclable Ni-Cad battery pack with test switch and charge indicator, minimum of 90 minutes operation, up to 1300 lumens (25°C) emergency lighting output. Recharge time of 24 hours.

MOUNTING OPTIONS

Fixtures may be horizontally mounted directly to the wall. For long runs, a minimum of 6" from adjacent walls is required.

FINISH

Interior - 95%, reflective matte powder coated white paint

Exterior - matte white or silver powder coating.

Custom finishes are also available.

CONTROLS

LumenWerx offers several options for integrating motion and daylight controls into Quad luminaires. Wireless options incorporate a wireless controller/powerpack into the luminaire, which receives signals from a wireless sensor (by others) installed in the space. The advantages of the wireless option include greater flexibility of control options, sensor coverage and system integration. Onboard options incorporate both the sensor and controller/powerpack. Onboard sensors, while inherently simpler, have limitations of control and coverage.



QUAD NARROW

WALL DIRECT



Onboard

Onboard Motion Sensor and **power pack (OMS)** provide automatic on and automatic off control, using PIR detection. Sensor is designed to detect fine-motion when installed within 6' of occupants. **Onboard Daylight Sensor** and **controller (ODS)** provide input for 0-10V dimming drivers. Separate switched control of line input is required for on/off control.



Location of an Onboard sensor

Wireless

EnOcean Wireless Controller (EWC) provides both a power pack for presence detection control and a 0-10V interface for daylight harvesting. EnOcean wireless sensors (by others) mounted in the room signal the onboard EWC. This option permits manual on/automatic off (vacancy) control.

Lutron Motion Controller (LMC) and Daylight Controller (LDC) provide inputs to Ecosystem drivers. Compatible Lutron wireless motion and daylight sensors (by others) mounted in the room signal onboard LPC or LDC. This option permits manual on/automatic off (vacancy) control.

CONSTRUCTION

Housing - Extruded Aluminum (0.085" nominal) up to 90% Recycled Content

Interior brackets - Die formed cold rolled sheet steel 20 gauge thick

Joining system - Die cast Aluminum (0.85" nominal)

 $\textbf{Reflectors} - \text{Flat rolled Aluminum sheet 0.040"} \text{ thick precisely die formed, } 95\% \text{ reflective matte} \\ \text{white painted}$

End caps - Die cast Aluminum (0.85" nominal)

WEIGHT

Quad narrow 4ft - 8.48lbs - 3.85kg Quad narrow 8ft - 17.07lbs - 7.75kg Quad narrow 12ft - 25.33lbs - 11.5kg

CERTIFICATIONS

ETL - Rated for Dry/Damp locations. Conforms to UL Standard 1598 and certified to CAN/CSA Standard C22.2 No. 250.0.

WARRANTY

LumenWerx provides a five-year limited warranty of electrical and mechanical performance of the luminaires, including the LED boards, drivers, and auxiliary electronics. LumenWerx will repair or replace defective luminaires or components at our discretion, provided they have been installed and operated in accordance with our specifications. Other limitations apply, please refer to the full warranty on our website.



7156 LED

STANDARD SPECIFICATIONS

HOUSING

Injection molded polycarbonate, one piece housing with a uniform .08" thickness. The color is molded throughout and features drill pads for side conduit entry.

DIFFUSER

UV stabilized white polycarbonate, injection molded with a thickness of .08". The inside top of the diffuser is molded with small prisms to disguise the light source.

REFLECTOR

Cold rolled steel finished with a powder coat high reflectance white finish

LED PERFORMANCE

120-277V - 3500K, 82 CRI - L70 rating - 54,000 hours Source lumens noted. Amperage rated @ 110V input Max ambient temperature - 40° C / 104° F

B6LED - 6W nominal, .05 A input - 643 lm - 105 lm/W

B12LED - 12W nominal, .10 A input - 1303 lm - 108 lm/W

C9LED - 9W nominal, .10 A input - 1009 lm - 121 lm/W

C24LED - 24W nominal, .20 A input - 2438 lm - 100 lm/W

MOUNTING

Directly to j-box (by others). Mounting hardware included. Fixture may also be anchored to the surface for conduit entry.

FINISH

Brownlee offers two standard molded finishes.

WARRANTY

5 year limited warranty on this LED product. Consult factory for details.

ORDERING INFORMATION

7156 - ____ - ___ 3.

2. FINISH

BL Black WH White 3. WATTAGE

B6LED 1-B Series board **B12LED** 2-B Series boards

4. (if required)

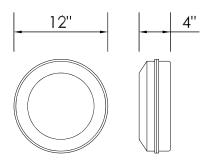
C9LED 1-C Series board **C24LED** 2-C Series boards

PROJECT:

MODEL #:

FIXTURE TYPE:













4. AVAILABLE OPTIONS

27K 2700K color temperature
B6LED - 567 lm - 92 lm/W
B12LED - 1138 lm - 95 lm/W
C9LED - 900 lm - 108 lm/W
C24LED - 2062 lm - 84 lm/W
30K 3000K color temperature
B6LED - 592 lm - 96 lm/W
B12LED - 1174 lm - 98 lm/W
C9LED - 977 lm - 117 lm/W
C24LED - 2351 lm - 96 lm/W

40K 4000K color temperature B6LED - 635 lm - 103 lm/W B12LED - 1275 lm - 106 lm/W C9LED - 1010 lm - 121 lm/W C24LED - 2482 lm - 101 lm/W

BAC Buy American Compliant
DIM Dimming driver (120-277V)(All except B6LED)

(0-10V dimming control required)

ES ENERGY STAR® (All except B6LED)

OCC¹ Occupancy Sensor (B series only)





The ELED Series emergency light provides an attractive solution to applications that require low profile egress emergency lighting with rugged durability and good looks. Constructed of die-cast aluminum with a polycarbonate refractor and finished in epoxy powder coat, the ELED is gasket sealed ready for use in both outdoor and indoor applications.

FEATURES

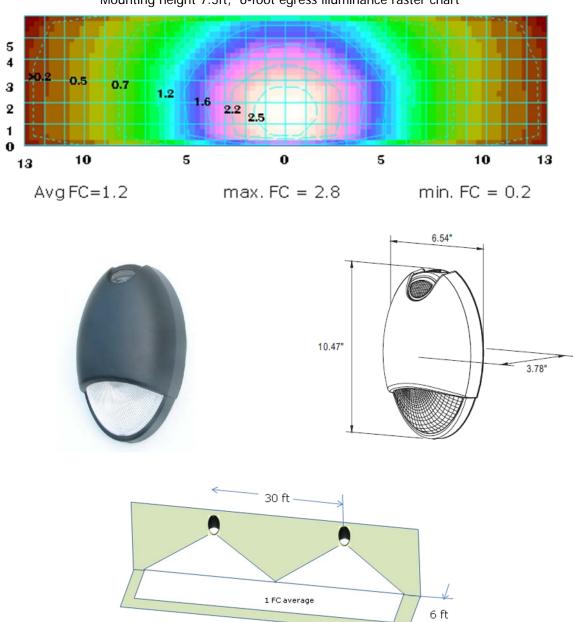
- Wet location listed for indoor or outdoor applications 0 to 50 deg C
- Optional cold temperature package for -20 to 50 C applications
- Rugged die-cast aluminum construction
- Durable powder coat finish available in Dark Bronze or Pure White
- Snap fit assembly with vandal resistant latch clips; no visible hardware
- Gasket sealed to suit universal junction boxes
- Conduit entry provided on top of unit
- Available as an AC only fixture
- UV stabilized polycarbonate refractor resists yellowing and provides uniform distribution
- 11 Watt high output LED module for superior illumination providing 1050 lumens and long (50,000 hour) lamp life
- Photocell activation for nighttime/security lighting or switch controlled for normal lighting
- Integral push to test switch with easily visible Bi-color LED diagnostic indicator

- Self Test / Self Diagnostic circuit is provided as standard thereby reducing manual testing obligations
- Automated 28 day self test checks lamp, battery, electronic circuitry, over a short one minute test. Extended 30 and 90 minute emergency duration tests are automatically conducted
- Premium long life, high temperature Nickel Cadmium battery
- Sealed externally accessible test switch for manual momentary test operation
- Field selectable 120 or 277 VAC input
- Brownout sensing assures emergency illumination during periods of low line voltage
- Self-compensating solid state Constant Current Charger provides extended float life and rapid recharge
- Zero current LVCO ensures positive charge acceptance following an extended discharge
- Listed to UL 924 Damp and Wet locations
- 3 year limited warranty



Emergency Light Illuminance Display

LED Source color temperature: 5000K, illuminance data unit: ft-candle Mounting height 7.5ft, 6-foot egress illuminance raster chart

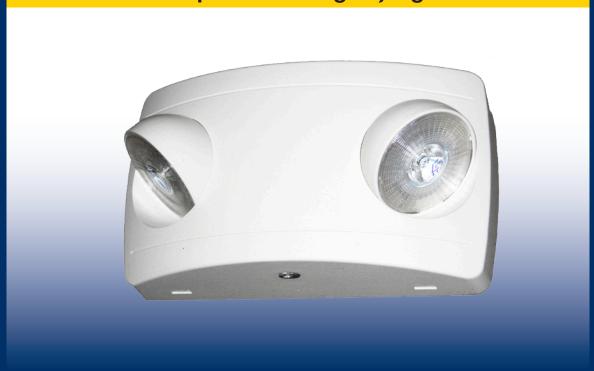


ORDERING INFORMATION

SERIES	OPERATION	HOUSING COLOR	OPTIONS
ELED	AC = AC Only with optional photocell	ww = All White	CD = Cold Weather
	EM = NiCad Bat	BZ = Bronze	-



Compact LED Emergency Light



Optional LED Remote Heads



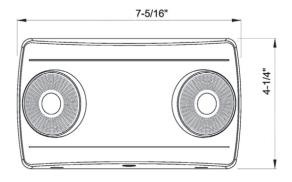


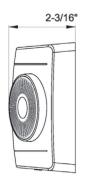
- · Compact, low-profile design only 7 5/16" x 4 1/16"
- High output 2-Watt adjustable LED heads provide 125 Lumens each
- Quick snap-fit installation for Ceiling Mount and Wall Mount
- · Remote capability of two 1-Watt remote heads standard
- · Damp location standard
- · UL 924 Listed



ISOLITE RL2 LED SERIES

Dimensions









Single Remote





Double Remote

Specifications

Overall size: $7.5/_{16}$ " x $4.1/_{4}$ " x $2.3/_{16}$ " Weight: RL2LED2WH 1.08 lbs. RL2LED4WH 1.12 lbs.

Construction

Injection-molded flame-retardant, high-impact thermoplastic housing

Battery

 Maintenance-free Nickel Cadmium batteries (RL2-LED2) or Nickel Metal Hydride batteries (RL2-LED4), operating temperature range 10°C to 40°C provides 90 minutes of emergency operation

Lamps

• Two fully adjustable high-output 2-W LED heads producing 125 Lumens each for optimum spacing

Approvals

 UL 924 listed and meets NFPA 101 Life Safety Code, NFPA 70-NEC and OSHA requirements

Electronics

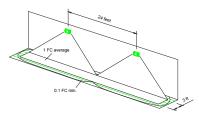
- Solid-state charger and transfer
- · High-output, energy-efficient LED technology
- Line latch prevents unnecessary discharge of battery
- Brownout protection
- LED AC present indicator and push-to-test switch
- •120 or 277 field-selectable inputs

Features

- High-output 2-W adjustable LED heads provide 125 Lumens each
- LED heads replace traditional 5.4-W Tungsten and 5W MR16 Lamp Heads
- Quick snap-fit installation for Ceiling Mount and Wall Mount
- Knockout mounting pattern on back plate and top conduit entry
- Remote capability of two 1-W remote heads standard
- Available with full Self-Test/Self-Diagnostic option
- Suitable for use in damp location applications
- Compact low-profile design
- Swivel pendant mounting available upon request
- White housing standard
- · Black housing available

Warranty

Isolite offers a 3-year limited warranty. For further details, refer to General Warranty and obligations in Isolite manual.



Suggested SpacingMounting height is 8' reflectance of 80-50-20"

Ordering Information

Series	Battery Capacity	Housing Color	Options	Accessories
RL2LED	2 = 2W LED Heads 4 = 2W LED Heads* * Includes 2W Remote Capacity	WH = White BK = Black* *BK comes standard with Self Diagnostic option	SD = Self Diagnostics* *Only Available with "4" Battery	RLLEDRH1 = Single Indoor 1W Remote RLLEDRH2 = Double Indoor 1W Remote RLLEDWP1 = Single Outdoor 1W Remote RLLEDWP2 = Double Outdoor 1W Remote RLLEDWG = Wire Guard (6" x 8" x 4") VRS = Polycarbonate Vandal Shield



APPLICATION

Small aperture medium distribution downlight is suitable for commercial, retail and institutional applications that require an energy saving, long life LED lamp source, high lumen output and excellent color rendering characteristics.

PRODUCT DATA

REFLECTOR: The parabolic reflector redirects spill light from the lamp, and eliminates high angle glare. A one half-inch overlap flange is standard. Supplied standard with Specular Clear Alzak, other reflector finishes are available in order to provide maximum flexibility to the designer.

DECORATIVE ACCESSORY: Round disc is fabricated from soda lime glass (ICE4) or borosilicate glass (ICE4BS) and is suspended from reflector by satin stainless hardware. Glass features a frosted center ring with center opening.

HOUSING: Heavy gauge galvanized steel housing provides a secure mounting platform for the electrical components and protects the optical assembly. Standard plaster flange allows one inch ceiling thickness with custom depth available. LED module is accessible from below.

MOUNTING: Universal Mounting brackets adjust vertically 5.5" and accepts C-channel or rigid bars (see optional accessories).

ELECTRICAL: Standard 120 to 277 VAC, 50-60 Hz. Optional 347V (E3).

JUNCTION BOX: Heavy gauge galvanized junction box pre-wired with grounding pigtail. Easy access covers. Multiple conduit knockouts listed for through branch circuit wiring.

LED MODULE & DRIVER: LED Module and Driver are manufactured by Osram Sylvania. Expected lamp life to be 50,000 hours with 70% lumen maintenance when ambient temperatures do not exceed 45°C. Lower ambient temperatures yield longer lamp life.

HEAT MANAGEMENT: Engineered heat sink provides passive cooling for optimum heat management of the LED engine.

DIMMING: Standard product is compatible with 0-10 volt dimming controls. See below for additional options.

Lumens	Wattage	Typical Delivered Lumens	Efficacy (LPW)
1100	15	902	60.1
1300	17	1066	62.7
1500	19	1230	64.7
2000	25	1640	65.7
3000	37	2460	66.5



For Damp Location



SERIES 4VLOD

Recessed LED Downlight - 1100-3000 Lumen

CALIBER SLIGHTING

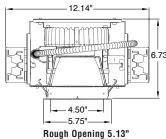
Osram Cube DLM











4VLED	
Example: 4VLE	DSCLPF

2.Man. p.o. 1122 2 2 2 2 1					
Trim	Trim Finish w/polished flange				
4VLED -	- Downlight Reflector				
	SCLPF - Soft Specular Clear Alzak				
	HAZPF – Haze Alzak				
	ICE4 – Decorative Glass Accessory [†]				
	painted flange, drop "PF" from Catalog #. her finishes, consult reflector section.				

Options

- EM[^] = Emergency Battery Pack w/remotely located Test Switch
- ☐ IEM[^] = EM Battery Pack w/ Integral Test Switch. (Not Available for Wet Location or Lensed Fixture)
- \blacksquare E3[^] = 347V Input
- A E3, DMX, DMX8 and DMXELD not compatible with Emergency Battery Option.
- † IC4 decorative glass is not energy star qualified.

 Manufactured and tested to UL#1598 and CSA standards.

 Fixtures are not designed for direct contact with insulation.

 All Pathway® products meet or exceed requirements as established by the National Electrical Code. Specifications subject to change without notice.

 Alzak® is a registered trademark of Alcoa.

4VLOE Example: 4\ Fixture Series	VLOD114K Lumens	Color Temp.		Dimming		Options
4VLOD	11 (1100) 13 (1300) 15 (1500) 20 (2000) 30 (3000)	4K (4000K) 35K (3500K) 3K (3000K) 27K (2700K)	blank D8 DE4 D7 D1 DT1 ELD DAL DMX DMX8 DMXELD *interface	0-10V, 10% 0-10V, 1% Lutron EcoSys 4 wire, 1% Lutron 3 wire, 1% 120V Trailing Edge, 10% 120V Lutron 2 wire, 1% Eldo LED 0-10V, 0% Dali, 1% DMX, 10% ^{^*} DMX, 1% ^{^*} DMX, 0% ^{^*} d through 0-10V driver	x	= Provision for Suspended Glass Lens (ICE4)
Optional Accessories						
_ `	rs (set of 2) 2 = #520 Ca	addy Bars 📮	1 9152 =	52" C-Channel		

■ 27BH = 27" Solid Bar

Type:



■ 24CBH = 24" one-piece B-Line C-Channel hanger bar

26UBH = interlocking hanger bars expand to 26"

9127 = 27" C-Channel

Fixture:

Project:



4VL0D3027K/4VLEDSCLPF3000 (2460 delivered) Catalog No. Lumens

Spacing Criteria - 1.02

Efficacy - 66.5 (delivered LPW)

ZONAL LUMENS SUMMARY

ZONE	LUMENS	% OF LUMINAIRE
0-30	1765.45	81.20
0-40	2142.76	98.50
0-60	2174.56	100.00
0-80	2174.56	100.00
0-90	2174.64	100.00
90-180	0.00	0.00
0-180	2174.65	100.00

CONE OF LIGHT

Mounting Ht.	FC (Nadir)	Diameter
	\wedge	
8.0'	80.4	9.8'
10.0'	43.3	12.3'
12.0'	27.0	14.7'
14.0'	18.4	17.2'

Initial Footcandles at a 30" Work Plane Beam diameter calculated at 50% of maximum fc at nadir.

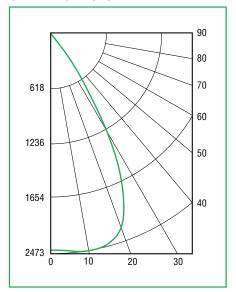
CANDELA

VERTICAL ANGLE	0
0	2433.2
5	2452
15	2454
25	1943.1
35	543.9
45	17.8
55	0
65	0
75	0
85	0
90	0

AVERAGE LUMINANCE

ANGLE	CD/M ²
45	2387
55	0
65	0
75	0
85	0

CANDELA DISTRIBUTION





FEATURES & SPECIFICATIONS

INTENDED USE — The VT Series Volumetric LED Troffer (VTL) combines the aesthetics and high performance with intelligent LED engines for applications - offices, schools, retail locations and hospitals. High-efficacy light engine delivers long life and excellent color, ensuring a superior quality lighting installation that is highly efficient and sustainable. Multiple lumen packages and driver options provide solutions for all your lighting applications. Featured nLight controls system provides design flexibility and ease of installation and optimum energy savings.

CONSTRUCTION — Rugged, one-piece cold-rolled steel coated polyester, painted after fabrication with embossed facets. Impact-modified, single clear acrylic diffuser provides excellent shielding and wide distribution. End plates include integral T-bar clips. Fixture may be mounted and wired in continuous rows. Total fixture height is only 4-3/8".

OPTICS — Volumetric illumination is achieved by creating an optimal mix of light to walls, partitions, vertical and horizontal work surfaces — rendering the interior space, objects and occupants in a more balanced, complementary luminous environment. Linear faceted reflector cavity softens and distributes light into the space while minimizing luminous contrast between the fixture and ceiling. Sloped end plates provide a smooth, luminous transition between fixture and ceiling while enhancing the perception of fixture depth. High-performance diffuser provides LED concealment, even illumination across the diffuser and improved lumen-per-watt performance.

ELECTRICAL — Long-life LEDs, coupled with high-efficiency drivers, provide superior quantity and quality of illumination for extended service life. 90% LED lumen maintenance at 60,000 hours (L90/60,000).

eldoLED driver options deliver choice of dimming range, and choices for control, while assuring flicker-free, low-current inrush, 89% efficiency and low EMI.

Optional integrated nLight° controls make each luminaire addressable - allowing it to digitally communicate with other nLight enabled controls such as dimmers, switches, occupancy sensors and photocontrols. Simply connect all the nLight enabled control devices and the VTLED luminaires using standard Cat-5 cabling. Unique plug-and-play convenience as devices and luminaires automatically discover each other and self-commission.

Lumen Management: Unique lumen management system (option N80) provides onboard intelligence that actively manages the LED light source so that constant lumen output is maintained over the system life, preventing the energy waste created by the traditional practice of over-lighting.

Step-level dimming option allows system to be switched to 50% power for compliance with common energy codes while maintaining fixture appearance.

Driver disconnect provided where required to comply with US and Canadian codes.

INSTALLATION — Unique grid interfacing arrangement provides mounting into standard 1" and 9/16" tee bar or screw slot grids. 9/16" allows fixture trim to hang level with architectural ceiling tiles. Drywall ceiling adaptors available. Suitable for damp location.

Catalog Number	
Notes	
Туре	
	- 1





2' x 2





INDUSTRY RECOGNITION/AWARDS



PRODUCT



2011 ARCHITECTURAL SSL PRODUCT

LISTINGS — CSA Certified to meet U.S. and Canadian standards. IC rated. DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms and conditions.aspx

Actual performance may differ as a result of end-user environment and application.

Note: Specifications subject to change without notice.

ORDERING INFORMATION

Lead times will vary depending on options selected. Consult with your sales representative.

Exampl	e: 201	L2 33L ADP	'EZT LP83	5 N100
--------	---------------	------------	-----------	--------

2VTL2						ADP											
Series		Air funct	ion	Lume	ns	Diffus	ser	Voltage		Driver ³		Color temper	ature	Controls ⁶		Option	ıs
2VTL2	2X2 VTL	(blank) H	Static Heat removal	20L 33L 40L	2000¹ 3300¹ 4000¹	ADP	Acrylic linear prismatic	(blank) 347	MV0LT 347 ²	EZ1 EZB EDB EXB SLD EXA1	eldoLED dims to 1% (0-10 volt dimming) eldoLED dims to black (0-10 volt dimming) eldoLED DALI ⁴ eldoLED DMX/ RDM ⁴ Step-level dimming ⁴ Dims to 1%, XPoint wireless enabled ⁵ Dims to dark, XPoint wireless enabled ⁵	LP830 LP835 LP840 LP850	82CRI, 3000 K 82CRI, 3500 K 82CRI, 4000 K 82CRI, 5000 K	(blank) N80 N80EMG N100 N100EMG	No controls nlight® with 80% lumen management nlight® with 80% lumen management For use with generator supply EM power nlight® without lumen management nlight® without lumen management For use with generator supply EM power	EL7L EL14L CP	700 lumen battery pack 1400 lumen battery pack Chicago plenum

Performance Data								
Lumen Package Lumens Input Watts³ LPW								
20L	2000 - 2400	20	100 - 117					
33L	3350 - 3900	34.5	98 - 113					
40L	3900 - 4550	41.5	95 - 109					

Accessories: Order as separate catalog number.					
2VT2 F916	Trim to adjust fixture mounting flush with 9/16" T-bar; for 2x2 fixture				
DGA22	Drywall ceiling adaptor , unit installation ⁷				

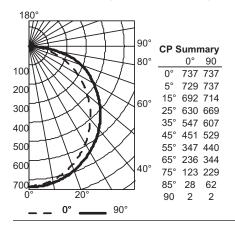
Notes

- 1 Approximate lumen output.
- 2 Consult factory for availability. Not available with SLD,EL7L or EL14 battery packs.
- 3 Actual wattage may differ by +/- 5% when operating between 120-277V +/- 10%.
- 4 Not available with N80, N80EMG, N100 or N100EMG.
- 5 Gateway not included. Requires on-site commissioning. Visit www.lightingcontrols.com/XPointWireless for more information.
- 6 nlO access limitations with 20L or EZB.
- 7 When DGA kits are used, order 2VT2 F916 accessory.

LED 2VTL-2X2

PHOTOMETRICS

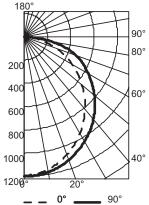
2VTL2 20L ADP LP835, 2196 delivered lumens, test no. LTL24790P, tested in accordance to IESNA LM-79



Coefficients of Utilization pf 20% рс 80% 70% 50% pw 70%50%30% 50%30%10% 50%30%10% 116 116 116 0 119 119 119 108 103 98 101 96 93 96 93 87 3 89 78 69 76 68 62 73 66 61 81 69 67 59 52 65 57 52 RCR 5 75 61 52 60 51 45 58 50 44 69 55 54 46 52 45 49 41 35 48 40 64 50 41 34 59 46 37 45 37 31 43 36 9 55 42 33 41 33 28 40 33 28 52 39 38 30

Zonal Lumen Summary							
Zone	Lumens	% Lamp	% Fixture				
0° - 30°	569	25.9	25.9				
0° - 40°	931	42.4	42.4				
0° - 60°	1663	75.7	75.7				
0° - 90°	2197	100.0	100.0				
90° - 180°	0	0.0	0.0				
0° - 180°	2197	100.0	100.0				

2VTL2 33L ADP L835, 3564 delivered lumens, test no. LTL24790P4, tested in accordance to IESNA LM-79



	CP Summary									
•		0°	90							
	0°	1196	1196							
o	5°	1182	1196							
	15°	1123	1158							
	25°	1022	1085							
	35°	888	985							
	45°	732	858							
	55°	563	713							
•	65°	384	558							
	75°	199	371							
	85°	45	101							
	90	3	3							

pf				2	0%				
рс	80%				70%		50%		
pw	70%	50%	30%	50%	30%	10%	50%	30%	10%
0	119	119	119	116	116	116	111	111	111
1	108	103	98	101	96	93	96	93	90
2	98	89	82	87	81	75	84	78	73
3	89	78	69	76	68	62	73	66	61
<u>4</u>	81	69	60	67	59	52	65	57	52
25 5	75	61	52	60	51	45	58	50	44
^L 6	69	55	46	54	46	39	52	45	39
7	64	50	41	49	41	35	48	40	34
8	59	46	37	45	37	31	43	36	31
9	55	42	33	41	33	28	40	33	28
10	52	39	31	38	30	25	37	30	25

Coefficients of Utilization

Zonal Lumen Summary									
Zone	Lumens	% Lamp	% Fixture						
0° - 30°	923	25.9	25.9						
0° - 40°	1511	42.4	42.4						
0° - 60°	2698	75.7	75.7						
0° - 90°	3565	100.0	100.0						
90° - 180°	0	0.0	0.0						
0° - 180°	3565	100.0	100.0						

Mounting Data 9/16 15/16 9/16 9/16 with accessory 2VT2 F916 SS

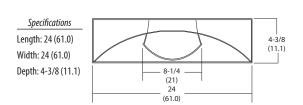
nLight® Control Accessories: Order as separate catalog number. Visit www.sensorswitch.com/nLight for complete listing of nLight controls. WallPod stations Model number Occupancy sensors Model number nPODM [color] 0n/0ff Small motion 360°, ceiling (PIR / dual tech) nCM 9 / nCM PDT 9 On/Off & Raise/Lower nPODM DX [color] Large motion 360°, ceiling (PIR / dual tech) nCM 10 / nCM PDT 10 **Graphic Touchscreen** nPOD GFX Wall switch with raise/lower nWSXPDTLVDX **Photocell controls** Model number Cat-5 cable bundles (plenum rated) Model number On/Off & Dimming nCM ADCX 10', 15 pieces per bundle CAT5 10FT

30', 15 pieces per bundle

Dimensions

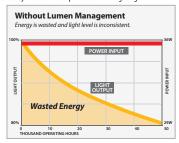
LED:

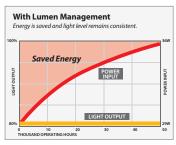
All dimensions are inches (centimeters) unless otherwise specified.



Constant Lumen Management

Enabled by the embedded nLight control, the VTLED actively tracks its run-time and manages its light source such that constant lumen output is maintained over the system life. Referred to as lumen management, this feature eliminates the energy waste created by the traditional practice of over-lighting.





CAT5 30FT

2VTL-2X2



2045 LED

STANDARD SPECIFICATIONS

PAN

Cold rolled 22 GA steel, formed in a die, finished in a powder coat high reflectance white paint. The pan features nut inserts for attaching the diffuser.

DIFFUSER

Translucent, UV stabilized white acrylic. Diffuser is molded in the familiar round puff shape and provides a uniform thickness throughout.

LED PERFORMANCE

120-277V - 3500K, 82 CRI - L70 rating - 54,000 hours Source lumens noted. Amperage rated @ 110V input Max ambient temperature - 40° C / 104° F

B6LED - 6W nominal, .05 A input - 643 lm - 105 lm/W

B12LED - 12W nominal, .10 A input - 1303 lm - 108 lm/W

C9LED - 9W nominal, .10 A input - 1009 lm - 121 lm/W

C24LED - 24W nominal, .20 A input - 2438 lm - 100 lm/W

C37LED - 37W nominal, .30 A input - 3641 lm - 99 lm/W

C49LED - 49W nominal, .40 A input - 4876 lm - 100 lm/W

MOUNTING

Directly to j-box (by others). Mounting hardware included.

FINISH

The 2045 series is standard in a high reflectance white powder coat finish. Also available in an optional black.

WARRANTY

5 year limited warranty on this LED product. Consult factory for details.

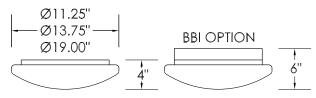
ORDERING INFORMATION

PROJECT:

MODEL #:

FIXTURE TYPE:







DAMP





2.	SIZE	3.	FINISH	4. W	ATTAGE	5.	AVAILABLE OPTIONS
11	11.25" dia.		STANDARD	1	SIZE	27К	2700K color temperature B6LED - 567 lm - 92 lm/W
14	13.75" dia.	WH	White	B6LED	1-B Series board		B12LED - 1138 lm - 95 lm/W
9	19.00" dia.		ODTIONAL	B12LED	2-B Series boards		C9LED - 900 lm - 108 lm/W
		BL	OPTIONAL Black	C9LED	1 C Carias board		C24LED - 2062 lm - 84 lm/W C37LED - 3080 lm - 83 lm/W
		"	Didek	Caren	1-C Series board		C49LED - 4124 lm - 84 lm/W
				14	SIZE	30K	3000K color temperature
				B6LED.	1-B Series board		B6LED - 592 lm - 96 lm/W B12LED - 1174 lm - 98 lm/W
				B12LED	2-B Series boards		C9LED - 977 lm - 117 lm/W
							C24LED - 2351 lm - 96 lm/W
				C9LED	1-C Series board		C37LED - 3512 lm - 95 lm/W C49LED - 4702 lm - 96 lm/W
				C24LED	2-C Series boards	40K	4000K color temperature
							B6LED - 635 lm - 103 lm/W
					SIZE		B12LED - 1275 lm - 106 lm/W C9LED - 1010 lm - 121 lm/W
				B12LED	2-B Series boards		C24LED - 2482 lm - 101 lm/W
							C37LED - 3707 lm - 100 lm/W
				C24LED	2-C Series boards	DAC	C49LED - 4964 lm - 101 lm/W
				C37LED	3-C Series boards	BAC BBI ³	Buy American Compliant Integral Battery Backup (Adds 2" to height)
				C49LED	4-C Series boards		14 size - All wattages
						DI D1	19 size - B12LED & C24LED only
						BLD ^{1,2}	Bi-Level Dimming (B12LED, C9LED & C24LI only, 14 & 19 size only)
						DIM	Dimming driver (120-277V) (All except B6LI
						FC	(0-10V dimming control required)
						ES OCC ²	ENERGY STAR® (All except B6LED) Occupancy Sensor (14 & 19 size only)

5. (if required)

3) BBI option has an operating temperature of +50°F to +122°F.



¹⁾ Bi-Level dimming includes a 0-10V dimming driver and is field adjustable from 100% to a dimmed level of 10, 20, 30, 40 or 50%. All units are factory set at 50% & 100%.

²⁾ Occupancy sensor operates with microwaves and is not recommended for use in waiting areas with elevators.

2062 LED

STANDARD SPECIFICATIONS

Cold rolled 20 GA steel, formed with spinning and die punch tooling. The assembly also features machined steel spacers and is assembled with solid brass hardware.

Translucent, UV stabilized, white acrylic. Diffuser is injection molded allowing for a uniform standard thickness of 0.06" throughout.

Cold rolled 20 GA steel, formed with die punch tooling. The pan features a diffuser seating groove, eliminating lighting leak while allowing full area illumination.

LED PERFORMANCE

120-277V - 3500K, 82 CRI - L70 rating - 54,000 hours Source lumens noted. Amperage rated @ 110V input Max ambient temperature - 40°C / 104°F

B6LED - 6W nominal, .05 A input - 643 lm - 105 lm/W

B12LED - 12W nominal, .10 A input - 1303 lm - 108 lm/W

C9LED - 9W nominal, .10 A input - 1009 lm - 121 lm/W

C24LED - 24W nominal, .20 A input - 2438 lm - 100 lm/W

C37LED - 37W nominal, .30 A input - 3641 lm - 99 lm/W

C49LED - 49W nominal, .40 A input - 4876 lm - 100 lm/W

MOUNTING

Directly to j-box (by others). Mounting hardware included.

The standard finish is a sturdy electroplated brushed nickel. Options include all Brownlee paint finishes. Plated finishes such as Brushed Nickel are suitable for indoor applications only. Installation outdoors voids the Brownlee Limited Warranty.

5 year limited warranty on this LED product. Consult factory for details.

BN

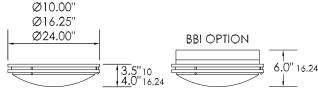
AG

ORDERING INFORMATION



PROJECT: MODEL #: FIXTURE TYPE:

BZ finish, 10 size











WH finish

2062	-	-		
Model	2.	3.	4.	5. (if required)

2. SIZE

10 10" dia. 16 16.25" dia.

24 24" dia.

3. **FINISH**

STANDARD Brushed Nickel

OPTIONAL

Antique Gold BL Black BR Brick BZ Bronze DS **Desert Stone** GM Gun Metal MB Metallic Bronze NT Nickel Tone 0L Oak Leaf PL Platinum RB Rustic Bronze RC Rustic Copper WH White

CUSTOM

Provide color sample or RAL code to match

WATTAGE

10 SIZE

B6LED 1-B Series board B12LED 2-B Series boards

C9LED 1-C Series board

16 SIZE

B6LED 1-B Series board B12LED 2-B Series boards

C9LED 1-C Series board C24LED 2-C Series boards

24 SIZE

C24LED 2-C Series boards C37LED 3-C Series boards C49LED 4-C Series boards

5. AVAILABLE OPTIONS

27K 2700K color temperature B6LED - 567 lm - 92 lm/W B12LED - 1138 lm - 95 lm/W C9LED - 900 lm - 108 lm/W C24LED - 2062 lm - 84 lm/W C37LED - 3080 lm - 83 lm/W C49LED - 4124 lm - 84 lm/W 30K 3000K color temperature B6LED - 592 lm - 96 lm/W B12LED - 1174 lm - 98 lm/W C9LED - 977 lm - 117 lm/W C24LED - 2351 lm - 96 lm/W C37LED - 3512 lm - 95 lm/W C49LED - 4702 lm - 96 lm/W **40K** 4000K color temperature B6LED - 635 lm - 103 lm/W B12LED - 1275 lm - 106 lm/W C9LED - 1010 lm - 121 lm/W C24LED - 2482 lm - 101 lm/W C37LED - 3707 lm - 100 lm/W C49LED - 4964 lm - 101 lm/W BAC **Buy American Compliant** BBI³ Integral Battery Backup (All except C49LED, Adds 2" to height) BBIS^{3,4} Integral Battery Backup Shallow (4" height) 16 size - B12LED & C24LED only 24 size - C24LED only Bi-Level Dimming (B12LED, C9LED & C24LED only, 16 & 24 size only)
Dimming driver (120-277V) (All except B6LED) BLD^{1,2} DIM (0-10V dimming control required) ENERGY STAR® (All except B6LED) ES

Occupancy Sensor (16 & 24 size only)

OCC²

- Bi-Level dimming includes a 0-10V dimming driver and is field adjustable from 100% to a dimmed level of 10, 20, 30, 40 or 50%. All units are factory set at 50% & 100%
- Occupancy sensor operates with microwaves and is not recommended for use in waiting areas with elevators. BBI option has an operating temperature of +50°F to +122°F. Cannot be combined with BLD or OCC options
- Specifications and dimensions subject to change without notice.





WRAP LED LW15 SERIES

Fixture Type:	
Job Information:	

SPECIFICATIONS:

LED MODULES:

- High performance linear configured LED module boards.
- Each board consists of multiple mid-power, high efficacy LEDs in a precise layout eliminating the need for supplemental heat sinking.
- The boards produce an even and diffuse light which maximizes optical efficiency.
- Compatible with the dimming performance of the LED driver.
- Color temperatures available: 3000K, 3500K and 4000K.
- Upon request: 5000K.

LED DRIVERS:

- Factory programmable constant current LED power supply.
- Multiple standard drive current outputs (factory set by Mercury) are cataloged with their corresponding lumen package offerings. Upon request, custom drive current outputs and lumen packages are available.
- Universal voltage input, 120V-277V, 50HZ-60HZ.
- Specification grade dimming down to 10% on 0-10V dimming controls.
- Optional pre-configured drive current drivers are available. Non-dimming.

LED LUMEN PACKAGES:

- Cataloged standard lumen packages. See attached chart for full details.
- Custom lumen packages pre-set are optional. Contact factory for details.

HOUSING:

- Fabricated from heavy gauge code grade cold rolled steel with housing ends welded into place.
- White polyester powder coating finish for long lasting durability.
- Sufficient electrical knockouts are provided on the housing back and ends.

DIFFUSER:

- Architectural hybrid-shape profile design.
- Extruded from custom formulated high transmission acrylic material.
- Linear ribbing for high LED performance.

STANDBY LIGHTING OPTION:

 Self contained module, 5W, 7W, 10W or 12W as specified. Battery backup upon loss of power. Available 4Ft. modules only.

INTEGRAL LIGHTING CONTROLS OPTIONS:

- Passive infrared on/off occupancy sensor.
- Daylight harvesting low-to-high sensor.
- Combination occupancy/daylight harvesting sensor.

INSTALLATIONS:

- May be installed in any direction, individually or in continuous run applications.
- May be surface mounted or suspended.
- End knockouts for surface conduit entry.

CERTIFICATE OF SAFETY COMPLIANCE AND LISTINGS:

- Luminaire: UL and CUL listed 1598 and bears their label. Suitable for dry locations or optional damp locations with UL Damp Label.
- DesignLights Consortium (DLC) qualified product. Not all versions of this product may be DLC qualified. Check at www.designlights.org/QPL to confirm.

WARRANTY:

- 5-year limited warranty. Complete LED warranty terms available at www.mercltg.com.
- Actual performance may differ as a result of end-user environment and application.

FEATURES:

- Shallow form linear ambient LED luminaire.
- Architectural hybrid-shape acrylic diffuser surrounds the LED light source enabling a very wide and near-perfect light distribution.
- Diffuser has a contoured bottom and straight side panels which regress back into the housing.
- Compact design complies with all ADA requirements for public areas.
- Custom formulated high diffusion acrylic material allows for maximum light transmission while eliminating pixilation and hot spots.
- Nominal 2Ft. or 4Ft. long modules.
- Digital LED technology provides high efficacy and energy efficiency.
- Multiple power and light levels are offered as standard to allow meeting design and energy needs per application. Custom factory set levels available on request.
- Maintenance-free, up to 60,000 hours at L70, CRI greater than 80.
- Fixture lumens per watt ratios 85 or higher.
- American Made.



Fixture Type:	Job Information:	

ORDERING DATA: Fill in boxes below with corresponding bold options.

Example: LW15-4-3800-35K-HTA-SXX-UNI-EM7

SERIES	NOMINAL LENGTH (FT)	NOMINAL LUMENS	COLOR TEMP	DIFFUSER	DRIVER*	VOLTAGE	OPTIONS
LW15	2	24"L	30K	HTA	SXX	UNI	Chandles
LVVIJ	24"	-		High	* Factory	0111	Standby Modules
	Length	2100	35K	Transmission Acrylic	Selected		EM5
	4	2300	40K	Actytic	Driver. Example:	S50	EM7
	45" Length	2500	50K				
		2700	Upon Request				EM10
		45"L					EM12
		2100					Available 4ft. Modules Only
		3800					Lighting
		4500					Lighting Controls
		4800 Available 30K Only					PIR Passive Infared On/Off Sensor
		5000 Available 35K, 40K, 50K Only					DLH Daylight Harvesting
		Custom Lumen					Low to High Sensor
		Package. Contact Factory.					PIDH Combo Occupancy/ Daylight Harvesting Sensor

LUMEN PACKAGE

SERIES	NOMINAL LENGTH (FT)	Nominal Lumen Package	Color	Fixture Power (W)	Delivered Lumens	Fixture LPW	DLC
LW15	2						
		2100	3000K	22.7	2025	89	Р
		2100	3500K	22.7	2125	94	Р
		2100	4000K	22.7	2179	96	Р
		2100	5000K	22.7	2273	100	P
		2300	3000K	25.9	2217	87	Р
		2300	3500K	25.9	2328	90	Р
		2300	4000K	25.9	2388	92	Р
		2300	5000K	25.9	2489	97	Р
		2500	3000K	28.6	2425	85	Р
		2500	3500K	28.6	2501	87	Р
		2500	4000K	28.6	2566	90	Р
		2500	5000K	28.6	2698	95	Р
		2700	3000K	30.9	2610	85	Р
		2700	3500K	30.9	2718	85	Р
		2700	4000K	30.9	2788	86	Р
		2700	5000K	30.9	2859	93	Р

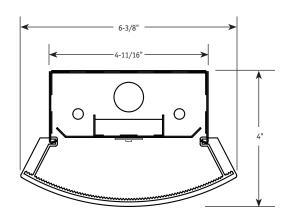
SERIES	NOMINAL LENGTH (FT)	Nominal Lumen Package	Color	Fixture Power (W)	Delivered Lumens	Fixture LPW	DLC
LW15	4						
		2100	3000K	20.0	2055	102	P
		2100	3500K	20.0	2157	108	P
		2100	4000K	20.0	2213	110	P
		2100	5000K	20.0	2308	115	P
		3800	3000K	37.6	3563	92	Р
		3800	3500K	37.6	3790	101	Р
		3800	4000K	37.6	3887	103	Р
		3800	5000K	37.6	4001	104	Р
		4500	3000K	47.6	4357	87	Р
		4500	3500K	47.6	4526	95	Р
		4500	4000K	47.6	4642	98	Р
		4500	5000K	47.6	4984	98	Р
		4800	3000K	54.7	4804	85	Р
		5000	3500K	54.7	5003	92	Р
		5000	4000K	54.7	5131	94	Р
		5000	5000K	54.7	5396	95	Р

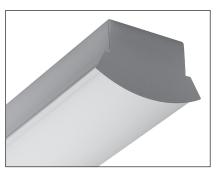
P=Pending

PHOTOMETRICS:

All photometric reports are available at www.mercltg.com.

CROSS SECTIONS:





Detail





ADDENDUM NO. 2

Project Name: UConn Academic Buildings Renovations

GWG Project No.: 1506.00

Date: 10 June 2015

This Addendum forms a part of the contract documents and modifies the original proposal documents, Project Manual and Drawings, dated **o6.01.2015**. All listed Drawings and Specifications Sections below are considered part of **Addendum No. 1**.

Clarifications:

None

Drawings:

- 2.1 Delete all work shown on the first (lowest) level of Beach Hall.- Architectural & Mep
- 2.2 ALTERNATE No. 1 to delete the work Architectural& MEP on the 4th Floor of Beach Hall.
- 2.3 ALTERNATE No. 2 to delete the work Architectural MEP on the 4th Floor of Hall Building.
- 2.4 ALTERNATE No. 3 to delete the work Architectural& MEP n the Basement of Wood Hall.
- 2.5 UNIT PRICE No. 1 Provide unit price per SF for floor preparation where abatement occurs per SF of Abatement.
- 2.6 UNIT PRICE No. 2 Provide a unit price per SF where applied Mapei floor preparation where batement occurs per SF of Abatement.
- 2.7 UNIT PRICE No. 3 Provide a unit price per SF to supply and install the Versashield vapor barrier.
- 2.8 UNIT PRICE No. 4 Provide a unit price to provide and install additional ceiling tile by task (T1, T3, T4).
- 2.9 Where the existing ceiling tile grid is other than (usually black) paint white.
- 2.10 In Ratcliffe Hall, change Gerfloor selection V1 to V5.

June 11, 2015 page 2 of 2

- 2.11 The matrix for the signs for the doors in the corridors as shown on the drawings will be issued on Monday, 15 June 2015. The quantity of signs and their location is shown on the plans; the matrix will identify the type of sign at each location.
- UConn Facilities will set up a time and date for a walk-through and will notify all bidders. 2.12 Facilities will determine whether attendance at the walk-through is mandatory in order to Bid. Allow at least 4 hours for the walk-through.

CONTRACTOR TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM

END OF ADDENDUM NO. 1



ADDENDUM NO. 3

Project Name:

UConn Academic Buildings Renovations

GWG Project No.:

1506.00

Date:

25 June 2015

This Addendum forms a part of the contract documents and modifies the original proposal documents, Project Manual and Drawings, dated **06.01.2015**. All listed Drawings and Specifications Sections below are considered part of **Addendum No. 3**.

Clarifications:

- 3.1 The specification for the Johnsonite cove type base shall be rubber, not vinyl and shall be matte finish, not glossy.
- 3.2 The existing carpeting in the Hall Building (ROTC HQ) is to remain.
- 3.3 Remove stairwells from the project entirely, this includes finishes, lighting and signage inside the stairwells Beach Hall Only.
- 3.4 Where 'cleaning only' is called for, it will be done in house.
- 3.5 All buildings with ACM flooring that will be covered, specify Safe Practices with wet stripping before floor tile installation.
- 3.6 The asbestos report will be given to the contractor prior to beginning work.

delete Swyzslis If a mechanical means is used to remove the ACM from the flooring and/or mastic, once the surface has been checked to confirm that the ACM is no longer-present, the new adhesive and flooring may be placed directly over the abated surface.

delate 3.8
South 15

If a chemical method is used to remove the ACM-mastic (after the flooring has been removed), a common solvent such as ethanol or a highly diluted solution of warm water and household-detergent, should be used to clear any remaining chemical removal agent to assure proper adherence of the new adhesive to the newly prepared and abated surface.

3.9.7. The lower level of of the Radcliffe Hicks Building has been chemically abated for asbestos. Installers are to follow the manufacturer's specifically recommended process for installing the Gerflor product.

June 25, 2015 page 2 of 2

Drawings:

- 3.10 In Wood Hall, Corridor COE, change to Palette 3a, the existing carpet is new and will be kept.
- 3.11 In Beach Hall, remove CorridorsC3G & C3F from the project.

CONTRACTOR TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM

END OF ADDENDUM NO. 3